

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, AUGUST 20, 2019 – 6:00 PM**

ALEJANDRA SOTELO-SOLIS
Mayor

RON MORRISON
Vice Mayor

JERRY CANO
Councilmember

GONZALO QUINTERO
Councilmember

MONA RIOS
Councilmember

*1243 National City Blvd.
National City, CA 91950
619-336-4240*

*Meeting agendas and
minutes available on web*

WWW.NATIONALCITYCA.GOV

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are

adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

1. [National City Recognizes Carpenters Union Participation Program \(CUPP\) and Philippine Performing Arts Company \(PASACAT\) Volunteer Collaboration](#)

AWARDS AND RECOGNITIONS

2. [Introduction of Incoming Student Council Representative Paulette Nungaray by Sweetwater Union High School Principal Maribel Gavin, and City Council Recognition of Outgoing Student Council Representative, Danielle Cruz. \(City Clerk\)](#)
3. [Introduction of Kimball and Casa de Salud Senior Board Members](#)

PRESENTATIONS

4. [Farewell to the 2018-2019 Miss National City Court and Introduction of the 2019-2020 Miss National City Court. \(Community Services\)](#)

INTERVIEWS / APPOINTMENTS

REGIONAL BOARDS AND COMMITTEE REPORTS (FIVE-MINUTE TIME LIMIT)

CONSENT CALENDAR

5. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
6. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to Extend the Agreement with](#)

- Countywide Mechanical Systems, Inc., for an additional one (1) year, to provide Heating, Ventilating and Air Conditioning (HVAC) maintenance and repair services at city facilities, with a contract amount not to exceed \$170,412. (Engineering/Public Works)
7. Resolution of the City Council of the City of National City rejecting all bids received for the Communications Infrastructure Expansion West 19th Street, CIP No. 18-12 pursuant to Public Contract Code section 20166. (Engineering/Public Works)
 8. Resolution of the City Council of the City of National City 1) authorizing the acceptance of a grant award in the amount of \$100,000 from the Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) grant 2020 to conduct DUI and traffic related enforcement operations for the Police Department 2) authorizing the Police Chief to execute the Agreement for the award of the grant funds and 3) authorizing the establishment of fund appropriations and corresponding revenue budget. (Police)
 9. Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 27, 2019 thru October 31, 2019 with no waiver of fees. (Neighborhood Services)
 10. Investment Transactions for the month ended April 30, 2019. (Finance)
 11. Investment Transactions for the month ended May 31, 2019. (Finance)
 12. Warrant Register #1 for the period of 6/26/19 through 7/2/19 in the amount of \$2,419,310.89. (Finance)
 13. Warrant Register #2 for the period of 7/3/19 through 7/9/19 in the amount of \$936,019.04. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

14. Public Hearing and Adoption of a Resolution approving a Tentative Subdivision Map for the subdivision of one parcel into six lots at property located on the northwest corner of West 18th Street and Harding Avenue. (Applicant: San Diego Habitat for Humanity) (Case File No. 2019-08 S) (Planning)
15. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Chapter 8.34 (Beekeeping) of the National City Municipal Code related to the keeping of bees in the City. (Applicant: City-Initiated) (Case File 2019-10 A) (Planning)
16. Public Hearing and Introduction of an Ordinance of the City Council of the City of National City adding Chapter 8.38 of the National City Municipal

[Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits. \(City Attorney\)](#)

NON CONSENT RESOLUTIONS

17. [Resolution of the City Council approving the Amended and Restated Employment Agreement between the City of National City and Angil P. Morris-Jones to extend her employment through December 30, 2020, approving a salary increase in accordance with Section 3 of the Agreement, and authorizing the Mayor to execute the same with the contractual provision that the City Attorney will establish and maintain residency in National City throughout the remainder of her contract. \(City Attorney\)](#)
18. [Resolution of the City Council of the City of National City: 1\) accepting the work performed by Ameresco, Inc. for the Energy Services Agreement, Phase II, CIP No. 17-03; 2\) approving the final contract amount of \\$5,440,535.54; 3\) authorizing the release of retention in the amount of \\$272,026.78; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)
19. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Maintenance and Operating Agreement between the City of National City and A Reason to Survive \(ARTS\), consisting of a term of 30 years for the City owned land and building located at 200 East 12th Street in National City, with no contractual obligations by either party with respect to this First Amendment to the Maintenance and Operating Agreement unless the Proposition 68 Statewide Park Development and Community Revitalization Program grant funds are awarded to ARTS. \(Community Services\) **Companion Item #20**](#)
20. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Turn Key Agreement between the City of National City and A Reason to Survive \(ARTS\) to complete revitalization improvements to Kimball Recreation Center and Kimball Park, if awarded the Proposition 68 Statewide Park Development and Community Revitalization Program grant; upon successful completion of the Kimball Recreation Center and Kimball Park improvements the City shall assume the obligation to maintain the improvements for 30 years. \(Community Services\) **Companion Item #19**](#)

NEW BUSINESS

21. [Time Extension Request - Tentative Subdivision Map for a mixed-use condominium project to be located at 341 East 30th Street. \(Applicant:](#)

[Raintree Residential, LLC\) \(Case File 2016-23 S\) \(Continued from the August 6, 2019 City Council Meeting\) \(Planning\)](#)

22. [Request to demolish potentially historic property located at 1929 Harding Avenue. \(APN 559-104-03-00\) \(Planning\)](#)
23. [Comments to the San Diego Association of Governments \(SANDAG\) Board of Directors recommending revisions to the Draft Regional Housing Needs Assessment \(RHNA\) methodology. \(Housing Authority\)](#)
24. [League of California Cities Annual Conference - Designation of Voting Delegate and Alternate\(s\). \(City Manager\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - September 3, 2019 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [National City Recognizes Carpenters Union Participation Program \(CUPP\) and Philippine Performing Arts Company \(PASACAT\) Volunteer Collaboration](#)

Please scroll down to view the backup material.

Item # ____

08/20/19

**NATIONAL CITY RECOGNIZES
CARPENTERS UNION PARTICIPATION PROGRAM (CUPP)
AND PHILIPPINE PERFORMING ARTS COMPANY (PASACAT)
VOLUNTEER COLLABORATION**

Proclamation Forthcoming

The following page(s) contain the backup material for Agenda Item: [Introduction of Incoming Student Council Representative Paulette Nungaray by Sweetwater Union High School Principal Maribel Gavin, and City Council Recognition of Outgoing Student Council Representative, Danielle Cruz. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
08/20/19

**INTRODUCTION OF INCOMING STUDENT COUNCIL
REPRESENTATIVE PAULETTE NUNGARAY BY SWEETWATER
UNION HIGH SCHOOL PRINCIPAL MARIBEL GAVIN, AND CITY
COUNCIL RECOGNITION OF OUTGOING STUDENT COUNCIL
REPRESENTATIVE, DANIELLE CRUZ.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Introduction of Kimball and Casa de Salud Senior Board Members](#)
Please scroll down to view the backup material.

Item # ____

08/20/19

**INTRODUCTION OF KIMBALL AND CASA DE SALUD
SENIOR BOARD MEMBERS**

The following page(s) contain the backup material for Agenda Item: [Farewell to the 2018-2019 Miss National City Court and Introduction of the 2019-2020 Miss National City Court. \(Community Services\)](#)

Please scroll down to view the backup material.

Item # ____

8/20/19

**Farewell to the 2018-2019 Miss National City Court and Introduction
of the 2019-2020 Miss National City Court.
(Community Services)**

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
08/20/19

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES SHALL BE
INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to Extend the Agreement with Countywide Mechanical Systems, Inc., for an additional one \(1\) year, to provide Heating, Ventilating and Air Conditioning \(HVAC\) maintenance and repair services at city facilities, with a contract amount not to exceed \\$170,412. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to Extend the Agreement with Countywide Mechanical Systems, Inc., for an additional one (1) year, to provide Heating, Ventilating and Air Conditioning (HVAC) maintenance and repair services at city facilities, with a contract amount not to exceed \$170,412.

PREPARED BY: Tirza Gonzales, Acting Management Analyst II

DEPARTMENT: Engineering and Public Works

PHONE: 619-336-4318

APPROVED BY: 

EXPLANATION:

On August 15, 2017, City Council adopted Resolution No. 2017-163 entering into a Service Agreement with Countywide Mechanical Systems, Inc. to provide Heating, Ventilating, and Air Conditioning (HVAC) annual maintenance and repair services. The Agreement makes provision to extend the Agreement, if desired by both parties, for an additional one (1) year term. The parties may exercise up to two (2) one-year extensions. Based on the quality of work and response time provided by Countywide Mechanical Systems, Inc. during its first year under the Agreement, both parties desired to extend the contract for one (1) additional year. On July 17, 2018, City Council adopted Resolution No. 2018-123 entering into a First Amendment to the Service Agreement with Countywide Mechanical Systems, Inc. This First Amendment was effective September 1, 2018 through August 31, 2019, with a contract amount not to exceed \$170,412. The Second Amendment will be effective from September 1, 2019 through August 31, 2020, with an additional contract amount not to exceed \$170,412.

This extension requires City Council approval.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Cost appropriated in FY20 through 626-416-223-288-0000 Facilities Maintenance Fund - \$170,412

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION** **FINAL ADOPTION**

STAFF RECOMMENDATION:

Adopt the resolution authorizing the Mayor to execute a Second Amendment to Extend the Agreement with Countywide Mechanical Systems, Inc., for one (1) year, to provide Heating, Ventilating and Air Conditioning (HVAC) maintenance and repair services at city facilities.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Second Amendment to Extend the Agreement
3. Resolution

**SECOND AMENDMENT TO EXTEND THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
COUNTYWIDE MECHANICAL SYSTEMS, INC.**

THIS SECOND AMENDMENT TO EXTEND THE AGREEMENT is entered into this 20th day of August, 2019, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and COUNTYWIDE MECHANICAL SYSTEMS, INC., a California corporation (the “CONTRACTOR”).

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into an Agreement on September 1, 2017 (“the Agreement”), wherein the CONTRACTOR agreed to provide City-wide, on-site HVAC annual maintenance and repair services, for a not-to-exceed amount of \$170,412.

WHEREAS, on July 17, 2018, the City Council adopted Resolution No. 2018-123, approving the First Amendment to extend the Agreement upon the same terms and conditions for an additional one (1) year term.

WHEREAS, the CITY and the CONTRACTOR desire to enter into this Second Amendment to extend the Agreement upon the same terms and conditions for an additional one (1) year term.

WHEREAS, the City Council has authority to approve any extension of the Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement, marked hereto as **Attachment 1** and by this reference incorporated herein, which was entered into on September 1, 2017, is hereby amended to extend the term of the Agreement for one additional (1) year, for the period September 1, 2019 through August 31, 2020, for a total not-to-exceed amount of \$170,412.

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2. The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated September 1, 2017, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Extend the Agreement on the date and year first above written.

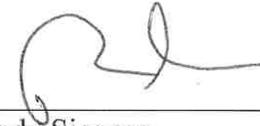
CITY OF NATIONAL CITY

**COUNTYWIDE MECHANICAL
SYSTEMS, INC., a California corporation**

By: _____
Alejandra Sotelo-Solis, Mayor

By:  _____
Paul B. Duke
President

APPROVED AS TO FORM:

By:  _____
Randy Signore
Vice President,
Service and Special Operations

By: Angil P. Morris-Jones
City Attorney

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
COUNTYWIDE MECHANICAL SYSTEMS, INC.**

THIS AGREEMENT is entered into on this 1st day of September, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and COUNTYWIDE MECHANICAL SYSTEMS, INC., a corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide heating, ventilation, and air conditioning ("HVAC") preventative maintenance services to city-owned facilities.

WHEREAS, the CITY has determined that the CONTRACTOR is a HVAC maintenance and repair company and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to provide HVAC preventative maintenance services to city-owned facilities, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on September 1, 2017. The duration of this Agreement is for the period of September 1, 2017 through August 31, 2018. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Arturo Gonzalez, Facilities Supervisor, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Michael Hubbard thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$170,412. The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "A". Invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR

shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the

prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

17. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be as follows:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent

California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any

damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Arturo Gonzalez
Facilities Supervisor
Engineering and Public Works
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONTRACTOR:
Michael Hubbard
Service Account Manager
Countywide Mechanical Systems, Inc.
1400 N. Johnson Avenue, Suite 114
El Cajon, CA 92020

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment,

process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONTRACTOR.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Contractor is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**

A. **Computation of Time Periods.** If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. **Captions.** Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. **Exhibits and Schedules.** The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. **Amendment to this Agreement.** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

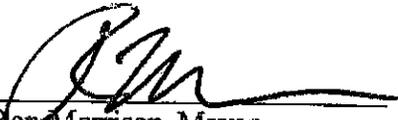
L. Subcontractors or Subcontractors. The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

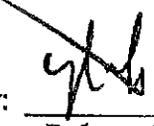
[Signature Page to Follow]

CITY OF NATIONAL CITY

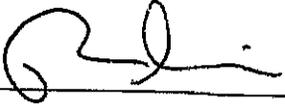
By: 
Ron Morrison, Mayor

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

By: 
Roberto M. Contreras
Deputy City Attorney

COUNTYWIDE MECHANICAL SYSTEMS, INC.
(Signatures of two corporate officers required)

By: 
(Name)

RANDALL A. SIGNORE
(Print)

VP-SERVICE & SPECIAL PROJECTS OPERATIONS
(Title)

By: 
(Name)

PAUL B. DUKE
(Print)

PRESIDENT
(Title)



CERTIFICATE OF LIABILITY INSURANCE

3/1/2020

DATE (MM/DD/YYYY)

2/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

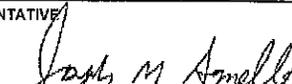
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1066918 COUNTYWIDE MECHANICAL SYSTEMS, INC. 1400 N. JOHNSON AVE., SUITE 114 EL CAJON CA 92020	INSURER A: Old Republic General Ins Corporation NAIC # 24139	
	INSURER B: Houston Casualty Company NAIC # 42374	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14457058 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	A7DG09221804	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	A7CA09221804	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	H19XC50421-04	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A7DW09221804 (AOS) A7CW09221804 (WT ONLY) EXCLUDES PR, US VI STOP GAP ONLY: ND,OH,WA,WY	3/1/2019 3/1/2019	3/1/2020 3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: AS NEEDED PLUMBING AND HVAC SERVICES. THE CITY OF NATIONAL CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED ON GENERAL, AUTO AND EXCESS LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON WORKERS COMPENSATION COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. MMC'S GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES EACH HAVE A \$100,000 DEDUCTIBLE.

CERTIFICATE HOLDER 14457058 CITY OF NATIONAL CITY C/O RISK MANAGER 1243 NATIONAL CITY BOULEVARD NATIONAL CITY CA 91950	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

POLICY NUMBER: A7DG09221803

**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED --- OWNERS, LESSEES OR
CONTRACTORS -- SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

ANY PERSONS OR ORGANIZATIONS TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Location(s) Of Covered Operations:

VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 10 04 13

POLICY NUMBER: A7DG09221803

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

ANY PERSONS OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Location And Description of Completed Operations:

VARIOUS AS REQUIRED BY WRITTEN CONTRACT.

(Information required to complete this Schedule, if not shown above will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 37 04 13

POLICY NUMBER: A7CA09221803

**COMMERCIAL AUTO
CA 04 44 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: MMC CORP.

Endorsement Effective Date: March 1, 2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

CA 04 44 10 13

POLICY NUMBER: A7DG09221803

**COMMERCIAL GENERAL LIABILITY
CG 25 03 05/09**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACT IS SIGNED AND EXECUTED PRIOR TO ANY LOSS FOR WHICH COVERAGE IS SOUGHT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products- Completed Oper
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

CG 25 03 05/09

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Effective Policy # A7DW09221803 (AOS); A7CW09221803 (WI ONLY)

Insured: MMC Corp.

Insurance Company: Old Republic General Insurance Corporation

WC 00 03 13
Page 1 of 1
(Ed. 4-84)

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO EXTEND THE AGREEMENT WITH COUNTYWIDE MECHANICAL SYSTEMS, INC., FOR AN ADDITIONAL ONE (1) YEAR, TO PROVIDE HEATING, VENTILATING AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR SERVICES AT CITY FACILITIES, WITH A CONTRACT AMOUNT NOT TO EXCEED \$170,412

WHEREAS, on April 6, 2017, the Engineering and Public Works Department issued a Request for Qualifications (“RFQ”) for facilities maintenance support services for heating, ventilating, and air conditioning (“HVAC”) services, and received two responses from two qualified contractors by the May 8, 2017 deadline; and

WHEREAS, based on the strength of their submittals and interview performance, staff recommends executing a one-year Agreement with Countywide Mechanical Systems, Inc., with the option for two one-year extensions, for a not-to-exceed amount of \$170,412 to provide HVAC maintenance and repair services for City facilities; and

WHEREAS, on August 15, 2017, the City Council adopted Resolution No. 2017-163 entering into an Agreement with Countywide Mechanical Systems, Inc. (“Countywide”), to provide heating, ventilating, and air conditioning (HVAC) maintenance and repair services at City facilities, for a not to exceed amount of \$170,412, with an option for two one-year extensions; and

WHEREAS, on July 17, 2018 City Council adopted Resolution No. 2018-123 entering into a First Amendment to the Service Agreement with Countywide Mechanical Systems, Inc. with an effective date of September 1, 2018 through August 31, 2019, with a contract amount not to exceed \$170,412; and

WHEREAS, based on the quality of work and response time provided by Countywide, the parties desire to exercise the option to extend the term of the Agreement for one year, for the period of September 1, 2019 through August 31, 2020 with a contract amount not to exceed \$170,412.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Second Amendment to extend the Agreement for one-year with Countywide Mechanical Systems, Inc., for a not-to-exceed amount of \$170,412 to provide HVAC maintenance and repair services for City facilities.

PASSED and ADOPTED this 20th day of August, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City rejecting all bids received for the Communications Infrastructure Expansion West 19th Street, CIP No. 18-12 pursuant to Public Contract Code section 20166. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City rejecting all bids received for the Communications Infrastructure Expansion – West 19th Street, CIP No. 18-12 pursuant to Public Contract Code section 20166.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution authorizing to reject all bids received for the Communications Infrastructure Expansion – West 19th Street, CIP No. 18-12.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Resolution

Explanation

The Communications Infrastructure Expansion – West 19th Street, CIP No. 18-12, includes trenching and installation of fiber optic cable to the Public Works building at 1726 Wilson Avenue from the Public Works building at 726 West 19th Street through existing and new conduit.

On March 28, 2019, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On April 2, 2019 and April 9, 2019, the bid solicitation was advertised in local newspapers.

On April 18, 2019, one (1) bid was received electronically on PlanetBids by the 2:00 p.m. deadline. DBX, Inc. was the only bidder with a total bid amount of \$403,170.00. The Engineers Cost Estimate was \$82,225 for the base bid, with an alternate bid of \$43,250, for a total bid of \$125,475. Staff review the unit cost in the engineers estimate and confirmed that they are consistent with resent bids received for similar line items of work.

Pursuant to Public Contract Code section 20166, "In its discretion, [City Council] may reject any bids presented and re-advertise." Since only one bid was received for an amount significantly higher than the engineer's estimate, staff recommends that City Council reject all bids received in response this project.

Staff will consider re-advertising the project at a later date in an effort to obtain more competitive bids and or explore other option for providing communications infrastructure to the public works building located at 726 W. 19th street.

RESOLUTION NO. 2019 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
REJECTING ALL BIDS RECEIVED FOR THE COMMUNICATIONS
INFRASTRUCTURE EXPANSION – WEST 19TH STREET, CIP NO. 18-12 PERSUANT
TO PUBLIC CONTRACT CODE SECTION 20166**

WHEREAS, the Communications Infrastructure Expansion – West 19th Street, CIP No. 18-12, includes trenching and installation of fiber optic cable to the Public Works building at 1726 Wilson Avenue from the Public Works building at 726 West 19th Street through existing and new conduit; and

WHEREAS, on March 28, 2019, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors and advertised in local newspapers on April 2, 2019 and April 9, 2019; and

WHEREAS, on April 18, 2019, one (1) bid was received electronically on PlanetBids by the 2:00 p.m. deadline; and

WHEREAS, due to the bid being higher than estimated by Engineers, and pursuant to Public Contract Code section 20166, staff recommends City Council to reject all bids received in response to this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the City Council does hereby reject all bids for the Communications Infrastructure Expansion – West 19th Street, CIP No. 18-12.

BE IT FURTHER RESOLVED that staff is hereby authorize to re-advertise the project at a later date.

PASSED and ADOPTED this 20th day of August, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City 1\) authorizing the acceptance of a grant award in the amount of \\$100,000 from the Office of Traffic Safety \(OTS\) for the Selective Traffic Enforcement Program \(STEP\) grant 2020 to conduct DUI and traffic related enforcement operations for the Police Department 2\) authorizing the Police Chief to execute the Agreement for the award of the grant funds and 3\) authorizing the establishment of fund appropriations and corresponding revenue budget. \(Police\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City 1) authorizing the acceptance of a grant award in the amount of \$100,000 from the Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) grant 2020 to conduct DUI and traffic related enforcement operations for the Police Department 2) authorizing the Chief of Police to execute the Agreement of the award of the grant funds and 3) authorizing the establishment of fund appropriations and corresponding revenue budget.

PREPARED BY: Matthew Smith, Sergeant

PHONE: (619) 336-4438

DEPARTMENT: Police

APPROVED BY: _____



EXPLANATION:

On June 14th, 2019 the National City Police Department was approved to receive \$100,000 in grant funds from the Office of Traffic Safety (OTS). The grant was approved for a one year period beginning October 1st, 2019. This award is based upon a grant proposal submitted to the Office of Traffic Safety for the purpose of reducing the number of persons killed or injured in traffic collisions and alcohol involved collisions; to reduce fatal and injury hit and run collisions; to reduce the amount of motorcyclists killed or injured; and to reduce fatal and injury collisions at intersections where unsafe turning movements and unsafe speeds were a factor.

The grant funds allocated to accomplish these goals will be used to fund overtime operations such as DUI/DL checkpoints, DUI saturation patrols, and enforcement operations regarding speed, red light violators, distracted drivers, and motorcycle enforcement within the city limits of the City of National City. There is also funding allowing for Traffic Safety presentations, and purchase of learning materials.

FINANCIAL STATEMENT:

ACCOUNT NO.

[290-11671-3498(Other Federal Grants) \$100,000
(290-411-671-* (Overtime & related accounts) - \$100,000

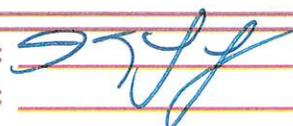
No matching funds required

APPROVED: _____

FINANCE

APPROVED: _____

MIS



ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- 1. Attachment 1

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164 AL-20	20.608	0521-0890-101	2019	2019	BA/19	\$70,000.00
402PT-20	20.600	0521-0890-101	2019	2019	BA/19	\$30,000.00
					AGREEMENT TOTAL	\$100,000.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT \$100,000.00	
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00	
					TOTAL AMOUNT ENCUMBERED TO DATE \$100,000.00	
OTS ACCOUNTING OFFICER'S SIGNATURE <i>es</i>			DATE SIGNED			

1. PROBLEM STATEMENT

The National City Police Department has seen a decrease of fatal traffic collisions. There were none in 2015, then two in 2016 then calendar year of 2017 there were six, which was an increase of 300%. The collision data for 2017 indicates there were 147 injury collisions compared to 185 in 2016, a decrease of 38 injury collisions. I attribute this to the enforcement activities enabled by the OTS grant and the opportunity to place more pro active police officers on the streets of National City with the focus on traffic safety. There was a 6% decrease in traffic citations and a 14% decrease in written warnings between 2017 and 2018, which shows a direct correlation of continued proactive enforcement activity. The data also shows there were 1,646 citations issued in 2017 compared to 1,542 cites issued in 2018. DUI arrests have remained relatively steady as we still place more officers in a proactive DUI enforcement role, rather than reactive to collisions. In 2018 there were 172 DUI arrests which was almost the same numbers as 2017. However the City of National City also saw an 8% decrease in traffic collision. In 2018 Fatal traffic collisions declined to two. This shows the need for a continued aggressive approach to traffic and DUI enforcement in order to maintain our commitment to keeping the roadways safe.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce the number of motorcyclists injured in traffic collisions.
15. Reduce hit & run fatal collisions.
16. Reduce hit & run injury collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.
18. Reduce nighttime (2100 - 0259 hours) injury collisions.

B. Objectives:

Target Number

- | | |
|---|----|
| 1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release. | 1 |
| 2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month. | 10 |
| 3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly. | 12 |
| 4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training. | 3 |
| 5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training. | 3 |
| 6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training. | 1 |

7. Send law enforcement personnel to the DRE Recertification training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	4
9. Conduct DUI Saturation Patrol operation(s).	30
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	14
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.	2
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.	4
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	4
15. Conduct highly visible collaborative DUI Enforcement operations	6
16. Conduct highly visible collaborative Traffic Enforcement operations	6
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (1st Quarter of Grant Year)	
<ul style="list-style-type: none"> The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section. All training needed to implement the program should be conducted this quarter. All grant related purchases needed to implement the program should be made this quarter. In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly. Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations. 	
<u>Media Requirements</u>	
<ul style="list-style-type: none"> Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release. 	
B. Phase 2 – Program Operations (Throughout Grant Year)	
<ul style="list-style-type: none"> The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. 	
<u>Media Requirements</u>	
<ul style="list-style-type: none"> Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The 	

following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.

- If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

GRANT AGREEMENT

PT20089

Schedule B

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164 AL-20	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$70,000.00
402PT-20	20.600	State and Community Highway Safety	\$30,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Positions and Salaries		
Full-Time		\$0.00
Overtime		
DUI/DL Checkpoints	20.608	\$29,600.00
DUI Saturation Patrols	20.608	\$27,000.00
Collaborative DUI Enforcement	20.608	\$5,400.00
Benefits OT @ 11.18%	20.608	\$6,932.00
Traffic Enforcement	20.600	\$12,600.00
Distracted Driving	20.600	\$3,600.00
Motorcycle Safety	20.600	\$1,800.00
Pedestrian and Bicycle Enforcement	20.600	\$3,600.00
Traffic Safety Education	20.600	\$1,200.00
Collaborative Traffic Enforcement	20.600	\$2,700.00
Benefits OT @ 11.18%	20.600	\$2,851.00
Part-Time		\$0.00
Category Sub-Total		\$97,283.00
B. TRAVEL EXPENSES		
In State Travel	20.600	\$1,649.00
		\$0.00
Category Sub-Total		\$1,649.00
C. CONTRACTUAL SERVICES		
		\$0.00
Category Sub-Total		\$0.00
D. EQUIPMENT		
		\$0.00
Category Sub-Total		\$0.00
E. OTHER DIRECT COSTS		
DUI Checkpoint Supplies	20.608	\$1,068.00
Category Sub-Total		\$1,068.00
F. INDIRECT COSTS		
		\$0.00
Category Sub-Total		\$0.00
GRANT TOTAL		\$100,000.00

BUDGET NARRATIVE	
PERSONNEL COSTS	QUANTITY
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	30
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel	6
Benefits OT @ 11.18% - TOTAL BENEFIT RATE: 11.18% Medicare 1.45 Workers Comp 9.73	1
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	14
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	4
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel	6
Benefits OT @ 11.18% - TOTAL BENEFIT RATE: 11.18% Medicare 1.45 Workers Comp 9.73	1
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
CONTRACTUAL SERVICES -	
EQUIPMENT -	
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests	1

<p>(maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.</p>	
<p>INDIRECT COSTS -</p>	
<p>STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.</p> <p>Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.</p>	

CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS
(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding

recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

LAW ENFORCEMENT AGENCIES

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY 1) AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF \$100,000 FROM THE OFFICE OF TRAFFIC SAFETY (OTS) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT 2020 TO CONDUCT DUI AND TRAFFIC RELATED ENFORCEMENT OPERATIONS FOR THE POLICE DEPARTMENT, 2) AUTHORIZING THE POLICE CHIEF TO EXECUTE THE AGREEMENT FOR THE AWARD OF THE GRANT FUNDS, AND 3) AUTHORIZING THE ESTABLISHMENT OF FUND APPROPRIATIONS AND CORRESPONDING REVENUE BUDGET

WHEREAS, on June 14, 2019, the National City Police Department was approved to receive \$100,000 in grant funds from the Office of Traffic Safety for a one-year period beginning October 1, 2019; and

WHEREAS, the award is based upon a grant proposal submitted to the Office of Traffic Safety (“OTS”) for the purpose of reducing the number of persons killed or injured in traffic collisions and alcohol involved collisions; to reduce fatal and injury hit and run collisions; to reduce the amount of motorcyclists killed or injured; and to reduce fatal and injury collisions at intersections, where unsafe turning movements and unsafe speeds were a factor; and

WHEREAS, the grant funds allocated to accomplish these goals will be used to fund overtime operations such as DUI/DL checkpoints, DUI saturation patrols, and enforcement operations regarding speed, red light violators, distracted drivers and motorcycle enforcement within the city limits of National City, as well as Traffic Safety presentations and the purchase of learning materials.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the acceptance of a grant award in the amount of \$100,000 from the Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) grant 2020 to conduct DUI and traffic related enforcement operations, as well as Traffic Safety presentations and purchase of learning materials for the Police Department.

BE IT FURTHER RESOLVED that the City Council authorizes the Police Chief to execute the Agreement for the award of the grant funds.

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of fund appropriations and corresponding revenue budget.

PASSED and ADOPTED this 20th day of August, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 27, 2019 thru October 31, 2019 with no waiver of fees. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 27, 2019 thru October 31, 2019 with no waiver of fees.

PREPARED BY: Dionisia Trejo

PHONE: 619-336-4255

DEPARTMENT: Neighborhood Services

APPROVED BY: 

EXPLANATION:

This is a request from Pinery Christmas Trees to host the annual Pumpkin Station at Plaza Bonita Mall from September 27, 2019 thru October 31, 2019. Daily hours will be from 9 a.m. to 9 p.m. Pumpkin Station will be located on the eastside parking lot #7 of the mall adjacent to Ring Road.

This event is a pumpkin patch and a children's carnival combined catering to children between the ages of 2-9. Event will include a kid's play center and several rides, an inflatable pumpkin jump and a petting zoo. Plaza Bonita Mall security will be used during event hours.

Note: This is the 16th year for the Pumpkin Station at Plaza Bonita Mall.

FINANCIAL STATEMENT:

ACCOUNT NO.

City fee of \$272.00 for processing the TUP, plus \$1,206.00 for Fire permits.
Total fees: \$1,478.00

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- Fair/Festival
 Parade/March
 Walk or Run
 Concert/Performance
 TUP
 Sporting Event
 Other (specify) _____

Event Name & Location

Event Title Pumpkin Station

Event Location (list all sites being requested) Westfield Plaza Bonita

Event Times

Set-Up Starts
Date 9/6/19 Time 8:00 am Day of Week Friday

Event Starts
Date 9/27/19 Time 9:00 am Day of Week Friday

Event Ends
Date 10/31/19 Time 9:00 pm Day of Week Thursday

Breakdown Ends
Date 11/5/19 Time 5:00 pm Day of Week Tuesday

RECEIVED
 JUL 24 2019
 Neighborhood Services Department
 City of National City

Applicant Information

Applicant (Your name) Norm Osborne Sponsoring Organization Pinery Christmas Trees, In

Event Coordinator (if different from applicant) Michael Osborne

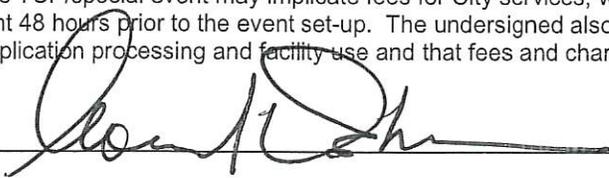
Mailing Address 10665 Brookview Lane, San Diego, CA. 92131

Day Phone 858-566-7466 After Hours Phone same Cell 858-688-1701 Fax none

Public Information Phone 858-566-7466 E-mail nosborn1@san.rr.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant:  Date 7-10-19

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes No

Are admission, entry, vendor or participant fees required? Yes No

If YES, please explain the purpose and provide amount (s):

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 125,000 Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Estimated Attendance

Anticipated # of Participants: 5000 Anticipated # of Spectators: _____

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes No

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

Other (explain) _____

Requesting to post "no parking" notices? Yes No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: We use Westfield
Security as needed.

Have you hired Professional Security to handle security arrangements for this event?

Yes No If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Is this a night event? Yes No If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

We use halogens, string lights and light towers.

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes No First aid/CPR certified? Yes No

First aid station to be staffed by professional company. ▶ Company _____

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

We have 5 Handicap Parking Spaces reserved at the entrance to the facility.

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

Requesting City Stage; if yes, which size? Dimensions (13x28) Dimensions (20x28)

Applicant providing own stage ▶ _____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

4 # of tents size 20 X 40

No canopies/tents being set up

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl Lighting (from _____ to _____)

Using on-site electricity For sound and/or lighting

For food and/or refrigeration

Bringing in generator(s) For sound and/or lighting

For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes No

Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

Vendors selling food # _____ ▶ Business License #(s) _____

Vendors selling merchandise # _____ ▶ Business License #(s) _____

Food/beverages to be handled by organization; no outside vendors

Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

Inflatable bouncer house # ¹ _____ Rock climbing wall Height _____

Inflatable bouncer slide # ³ _____ Arts & crafts (i.e., craft making, face painting, etc.)

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$545.00

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes No

Yes, we will post signage # ¹ _____ Dimensions ^{4 X 8} _____

Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # _____

What will signs/banners say? _____

How will signs/banners be anchored or mounted? _____

Location of banners/signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes No

If yes, please identify the following:

▶ Total number of portable toilets: ⁴ _____

▶ Total number of ADA accessible portable toilets: ¹ _____

Contracting with portable toilet vendor. ▶ Diamond Environmental 760-744-7191
Company Phone

▶ Load-in Day & Time Daily ▶ Load-out Day & Time _____

Portable toilets to be serviced. ▶ Time Daily

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) ¹⁰ _____

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

City to install litter fence

Applicant to install litter fence

N/A

Breaking down set-up the day after the event?

Yes, breakdown will be the day after the event. ▶ # of breakdown day(s)⁵ _____

No, breakdown will occur on the event day.

How are you handling clean-up?

Using City crews

Using volunteer clean-up crew during and after event.

Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Pumpkin Station</u>	
Event Address: <u>3030 Plaza Bonita Rd</u>	Expected # of Attendees: _____
Event Host/Coordinator: <u>Michael Osborne</u>	Phone Number: <u>858-688-1701</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>8</u>	<input checked="" type="checkbox"/>		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>2</u>	<input checked="" type="checkbox"/>		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input checked="" type="checkbox"/>		
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input checked="" type="checkbox"/>		
Are spill cleanup kits readily available at designated spots?	<input checked="" type="checkbox"/>		

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Pinery Christmas Trees Inc., dba Pumpkin Station

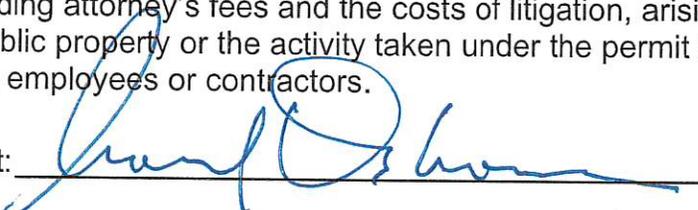
Person in Charge of Activity: Michael Osborne

Address: 10665 Brookview Lane, San Diego, CA. 92131

Telephone: 858-688-1701 Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: CFO Date: 2/24/19

For Office Use Only

Certificate of Insurance Approved _____ Date _____

*Pumpkin Station
Plaza Bonita Shopping Center
Temporary Use Permit Application*

Description of Event:

Pumpkin Station is a pumpkin patch and a children's carnival combined. We cater to children age 2-9. We offer numerous rides including a train ride, car ride, swing ride, helicopter ride, ferris wheel, inflatable slide, inflatable pumpkin jump and play center.

Also available are 4 different games for the children, Turtle Fishing, Pumpkin Toss, Tic Tac Toe, and Ping Pong Toss with a winner every time.

Pumpkin Station also offers Group Packages to local schools, day care centers and other children groups.

Pumpkins

We offer a very large selection of pumpkins from 1# size to Bodacious Pumpkins weighing over 150#. We also offer bales of straw, corn stalks, gourds of all sizes, and other holiday decorating items.

Signage

We have 2 signs – one at our entrance (4' X 8') and one on our storage trailer (10' X 40').

Experience

This is our 21st year of experience operating Pumpkin Station – 1 year at Plaza Camino Real in Carlsbad, 16 years at Mission Valley Shopping Center in San Diego and 15 years at Bonita Plaza Shopping Center 12 years at Parkway Plaza in El Cajon and 12 years at the Del Mar Fairgrounds.



Westfield Plaza Bonita
3030 Plaza Bonita Road
Suite 2075
San Diego, CA 91950
T (619) 267-2850
F (619) 472-5652

July 24, 2019

City of National City
Attention: Vianey Rivera
Neighborhood Services Division
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Pumpkin Station – Westfield Plaza Bonita

Dear Ms. Rivera:

I hereby authorize Norm Osborne, acting as representative of Pinery Christmas Trees, Inc., to operate a business known as Pumpkin Station in parking lot #7 at Westfield Plaza Bonita during the dates of September 7, 2019 – November 5, 2019.

Norm Osborne has permission to install temporary power to poles in parking lot #7 to provide power during the temporary use time if adequate power is not already in place.

Norm Osborne will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Sincerely,

Jessica O'Brien,
Shopping Center Manager
Westfield Plaza Bonita

Cc: retailers file



**CITY OF NATIONAL CITY
 NEIGHBORHOOD SERVICES DEPARTMENT
 APPLICATION FOR A TEMPORARY USE PERMIT
 RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **Pinery Christmas Trees, Inc.**
 EVENT: **Pumpkin Station**
 DATE OF EVENT: **September 27, 2019 thru October 31, 2019**

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Planning

No comments

Building

Pumpkin Station submitted the same approved plan from last year – No concerns.

Engineering

No comments

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

POLICE DEPARTMENT

The police department has received this event annually with no previous reported incidents. This event is normally monitored by the Plaza Bonita Security. The police department will complete a bulletin to be read to all patrol officers and will provide extra patrol as time permits. Any calls for service related to this event/Pumpkin Station will be handled as other calls for service depending of priority.

CITY ATTORNEY

Approved on condition that Risk Manager approves.

COMMUNITY SERVICES

No involvement

PUBLIC WORKS (619)366-4580

No comments

FINANCE

Pumpkin Stations has a current business license.

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

FIRE (619) 336-4550

INSPECTION REQUIRED

**\$500.00 FEE FOR CARNIVALS, \$515.00 FEE FOR CANOPIES
PLUS AN ADDITIONAL \$191.00 INSPECTION FEE FOR INSPECTIONS OCCURRING
AFTER HOURS OR ON WEEKENDS OR HOLIDAYS**

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 4) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 5) Fire hydrants and fire department connections shall not be blocked or obstructed at any time.
- 6) Exit to be maintained in an unobstructed manner at all times. Exit way to be clear of all obstructions.
- 7) Exits to be posted - **EXIT**.
- 8) No open flames or smoking inside or adjacent to the tent/canopy. Signs to be posted -**NO SMOKING**.
- 9) Extinguishers to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. **All fire extinguishers to have a current State Fire Marshal Tag attached. Extinguishers shall be mounted in conspicuous area inside tent or canopy. Please see attached example.**
- 12) Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from all tents and canopies.
- 13) Any electrical power used is to be properly grounded and approved by the Building Official. Extension cords shall be used as "temporary Wiring" only.

- 14) Internal combustion power sources that may be used for "Light Towers" shall be of adequate capacity to permit uninterrupted operation during normal operating hours
- 15) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure
- 16) If tents or canopies are used, tents having an area in excess of 200square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.** Certificate of State Fire Marshal flame spread shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$353.00
501 – 600 sf -	\$394.00
601 – 700 sf -	\$515.00

Tents:

0 –200 sf -	\$300.00
201 – (+) sf -	\$600.00

- 17) **Bales of Straw and Corn Stalks shall meet the requirements for "Flame Propagation and Flame Spread". Proof of product used shall be furnished to the National City Fire Department prior to opening day. An inspection and test on materials used will be required prior to opening day**
- 18) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc.
- 18) Fees can only be waived by City Council.
- 19) First Aid will be provided by organization

Fees can only be waived by City Council

Note: Organizer shall contact the National City Fire Department for cost associated with this event.

The following page(s) contain the backup material for Agenda Item: [Investment Transactions for the month ended April 30, 2019. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended April 30, 2019.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Mark Ralwitz*

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XI A of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending April 30, 2019.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *Mark Ralwitz* **FINANCE**
APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended April 30, 2019.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/02/2019	60934N807	2,812.50	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	2,812.50	0.00	2,812.50	0.00
Purchase	04/02/2019	60934N807	1,543.92	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	1,543.92	0.00	1,543.92	0.00
Purchase	04/05/2019	60934N807	5,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	5,000.00	0.00	5,000.00	0.00
Purchase	04/09/2019	60934N807	1,075,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	1,075,000.00	0.00	1,075,000.00	0.00
Purchase	04/13/2019	60934N807	3,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	3,750.00	0.00	3,750.00	0.00
Purchase	04/15/2019	037833AK6	400,000.00	Apple Inc Note 2.4% Due 5/3/2023	98.882	2.69%	395,528.00	4,320.00	399,848.00	0.00
Purchase	04/15/2019	60934N807	280.25	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	280.25	0.00	280.25	0.00
Purchase	04/15/2019	60934N807	482.50	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	482.50	0.00	482.50	0.00
Purchase	04/15/2019	60934N807	582.08	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	582.08	0.00	582.08	0.00
Purchase	04/15/2019	60934N807	8,766.71	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	8,766.71	0.00	8,766.71	0.00
Purchase	04/15/2019	60934N807	943.33	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	943.33	0.00	943.33	0.00
Purchase	04/15/2019	60934N807	506.67	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	506.67	0.00	506.67	0.00
Purchase	04/15/2019	60934N807	29,576.18	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	29,576.18	0.00	29,576.18	0.00
Purchase	04/15/2019	60934N807	27,006.71	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	27,006.71	0.00	27,006.71	0.00
Purchase	04/15/2019	60934N807	19,538.72	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	19,538.72	0.00	19,538.72	0.00
Purchase	04/15/2019	90LAIF\$00	95,166.17	Local Agency Investment Fund State Pool	1.000	2.44%	95,166.17	0.00	95,166.17	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/15/2019	912828M80	600,000.00	US Treasury Note 2% Due 11/30/2022	98.926	2.31%	593,554.69	4,483.52	598,038.21	0.00
Purchase	04/18/2019	60934N807	10,894.69	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	10,894.69	0.00	10,894.69	0.00
Purchase	04/18/2019	60934N807	438.96	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	438.96	0.00	438.96	0.00
Purchase	04/18/2019	60934N807	309.38	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	309.38	0.00	309.38	0.00
Purchase	04/18/2019	89238KAD4	130,000.00	Toyota Auto Receivables Owner 2017-D A3 1.93% Due 1/18/2022	99.234	2.74%	129,004.69	20.91	129,025.60	0.00
Purchase	04/20/2019	60934N807	3,162.50	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	3,162.50	0.00	3,162.50	0.00
Purchase	04/22/2019	60934N807	626.87	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	626.87	0.00	626.87	0.00
Purchase	04/30/2019	60934N807	450,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	450,000.00	0.00	450,000.00	0.00
Purchase	04/30/2019	60934N807	6,250.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	6,250.00	0.00	6,250.00	0.00
Purchase	04/30/2019	912828WN6	550,000.00	US Treasury Note 2% Due 5/31/2021	99.410	2.29%	546,755.86	4,563.19	551,319.05	0.00
Subtotal			3,422,638.14				3,407,481.38	13,387.62	3,420,869.00	0.00
Security Contribution	04/25/2019	90LAIF\$00	28,311,000.00	Local Agency Investment Fund State Pool	1.000		28,311,000.00	0.00	28,311,000.00	0.00
Security Contribution	04/30/2019	90SDCP\$00	95,000.00	County of San Diego Pooled Investment Pool	1.000		95,000.00	0.00	95,000.00	0.00
Subtotal			28,406,000.00				28,406,000.00	0.00	28,406,000.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Short Sale	04/30/2019	60934N807	-551,319.05	Federated Investors Govt Oblig Fund Inst.	1.000		-551,319.05	0.00	-551,319.05	0.00
Subtotal			-551,319.05				-551,319.05	0.00	-551,319.05	0.00
TOTAL ACQUISITIONS			31,277,319.09				31,262,162.33	13,387.62	31,275,549.95	0.00
DISPOSITIONS										
Closing Purchase	04/30/2019	60934N807	-551,319.05	Federated Investors Govt Oblig Fund Inst.	1.000		-551,319.05	0.00	-551,319.05	0.00
Subtotal			-551,319.05				-551,319.05	0.00	-551,319.05	0.00
Sale	04/15/2019	60934N807	997,886.21	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	997,886.21	0.00	997,886.21	0.00
Sale	04/18/2019	60934N807	129,025.60	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	129,025.60	0.00	129,025.60	0.00
Sale	04/30/2019	60934N807	551,319.05	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	551,319.05	0.00	551,319.05	0.00
Subtotal			1,678,230.86				1,678,230.86	0.00	1,678,230.86	0.00
Paydown	04/15/2019	02582JHE3	0.00	American Express Credit 2017-3 A 1.77% Due 11/15/2022	100.000		0.00	280.25	280.25	0.00
Paydown	04/15/2019	02587AAJ3	0.00	American Express Credit 2017-1 1.93% Due 9/15/2022	100.000		0.00	482.50	482.50	0.00
Paydown	04/15/2019	161571HF4	0.00	Chase CHAIT 2016-A5 1.27% Due 7/15/2021	100.000		0.00	582.08	582.08	0.00
Paydown	04/15/2019	47788BAB0	8,755.12	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	100.000		8,755.12	11.59	8,766.71	0.76
Paydown	04/15/2019	47788EAB4	0.00	John Deere Owner Trust 2018-B A2 2.83% Due 4/15/2021	100.000		0.00	943.33	943.33	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	04/15/2019	47789JAB2	0.00	John Deere Owner Trust 2019-A A2 2.85% Due 12/15/2021	100.000		0.00	506.67	506.67	0.00
Paydown	04/15/2019	65478GAB6	29,459.94	Nissan Auto Receivables Owner 2017-B A2A 1.56% Due 5/15/2020	100.000		29,459.94	116.24	29,576.18	1.16
Paydown	04/15/2019	89237RAB4	26,834.99	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		26,834.99	171.72	27,006.71	0.26
Paydown	04/15/2019	89238BAB8	19,283.65	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	100.000		19,283.65	255.07	19,538.72	1.97
Paydown	04/18/2019	43814PAB6	10,879.11	Honda Auto Receivables Owner T 17-3 A2 1.57% Due 1/21/2020	100.000		10,879.11	15.58	10,894.69	0.97
Paydown	04/18/2019	43814UAG4	0.00	Honda Auto Receivables 2018-2 A3 3.01% Due 5/18/2022	100.000		0.00	438.96	438.96	0.00
Paydown	04/18/2019	43814WAB1	0.00	HAROT 2019-1 A2 2.75% Due 9/20/2021	100.000		0.00	309.38	309.38	0.00
Paydown	04/22/2019	43815HAC1	0.00	Honda Auto Receivables Owner 2018-3 A3 2.95% Due 8/22/2022	100.000		0.00	626.87	626.87	0.00
Subtotal			95,212.81				95,212.81	4,740.24	99,953.05	5.12
Maturity	04/09/2019	912796UW7	1,075,000.00	US Treasury Bill 2.391% Due 4/9/2019	100.000		1,074,143.23	856.77	1,075,000.00	0.00
Maturity	04/30/2019	912828ST8	450,000.00	US Treasury Note 1.25% Due 4/30/2019	100.000		450,000.00	0.00	450,000.00	323.69
Subtotal			1,525,000.00				1,524,143.23	856.77	1,525,000.00	323.69
Security Withdrawal	04/03/2019	60934N807	2,201.42	Federated Investors Govt Oblig Fund Inst.	1.000		2,201.42	0.00	2,201.42	0.00
Subtotal			2,201.42				2,201.42	0.00	2,201.42	0.00
TOTAL DISPOSITIONS			2,749,326.04				2,748,469.27	5,597.01	2,754,066.28	328.81



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	04/02/2019	3137EADM8	450,000.00	FHLMC Note 1.25% Due 10/2/2019	0.000		2,812.50	0.00	2,812.50	0.00
Interest	04/05/2019	3135G0T78	500,000.00	FNMA Note 2% Due 10/5/2022	0.000		5,000.00	0.00	5,000.00	0.00
Interest	04/13/2019	3135G0U27	300,000.00	FNMA Note 2.5% Due 4/13/2021	0.000		3,750.00	0.00	3,750.00	0.00
Interest	04/20/2019	3137EAEF2	460,000.00	FHLMC Note 1.375% Due 4/20/2020	0.000		3,162.50	0.00	3,162.50	0.00
Interest	04/30/2019	912828Q78	500,000.00	US Treasury Note 1.375% Due 4/30/2021	0.000		3,437.50	0.00	3,437.50	0.00
Interest	04/30/2019	912828ST8	450,000.00	US Treasury Note 1.25% Due 4/30/2019	0.000		2,812.50	0.00	2,812.50	0.00
Subtotal			2,660,000.00				20,975.00	0.00	20,975.00	0.00
Dividend	04/02/2019	60934N807	50,938.08	Federated Investors Govt Oblig Fund Inst.	0.000		1,543.92	0.00	1,543.92	0.00
Dividend	04/15/2019	90LAIF\$00	1,167,630,872.72	Local Agency Investment Fund State Pool	0.000		95,166.17	0.00	95,166.17	0.00
Subtotal			1,167,681,810.80				96,710.09	0.00	96,710.09	0.00
TOTAL OTHER TRANSACTIONS			1,170,341,810.80				117,685.09	0.00	117,685.09	0.00

The following page(s) contain the backup material for Agenda Item: [Investment Transactions for the month ended May 31, 2019. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended May 31, 2019.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Mark Ralvito*

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XIIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending May 31, 2019.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *Mark Ralvito* **FINANCE**
APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended May 31, 2019.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/01/2019	60934N807	3,128.13	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	3,128.13	0.00	3,128.13	0.00
Purchase	05/02/2019	60934N807	518.62	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	518.62	0.00	518.62	0.00
Purchase	05/03/2019	60934N807	7,500.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	7,500.00	0.00	7,500.00	0.00
Purchase	05/06/2019	60934N807	4,200.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	4,200.00	0.00	4,200.00	0.00
Purchase	05/06/2019	60934N807	400,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	400,000.00	0.00	400,000.00	0.00
Purchase	05/11/2019	60934N807	6,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	6,000.00	0.00	6,000.00	0.00
Purchase	05/15/2019	60934N807	3,250.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	3,250.00	0.00	3,250.00	0.00
Purchase	05/15/2019	60934N807	280.25	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	280.25	0.00	280.25	0.00
Purchase	05/15/2019	60934N807	482.50	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	482.50	0.00	482.50	0.00
Purchase	05/15/2019	60934N807	582.08	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	582.08	0.00	582.08	0.00
Purchase	05/15/2019	60934N807	475.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	475.00	0.00	475.00	0.00
Purchase	05/15/2019	60934N807	29,828.11	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	29,828.11	0.00	29,828.11	0.00
Purchase	05/16/2019	60934N807	27,567.46	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	27,567.46	0.00	27,567.46	0.00
Purchase	05/16/2019	60934N807	19,389.47	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	19,389.47	0.00	19,389.47	0.00
Purchase	05/16/2019	60934N807	209.08	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	209.08	0.00	209.08	0.00
Purchase	05/17/2019	60934N807	5,625.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	5,625.00	0.00	5,625.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/18/2019	60934N807	4,300.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	4,300.00	0.00	4,300.00	0.00
Purchase	05/19/2019	60934N807	3,900.00	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	3,900.00	0.00	3,900.00	0.00
Purchase	05/20/2019	60934N807	1,029.31	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	1,029.31	0.00	1,029.31	0.00
Purchase	05/20/2019	60934N807	438.96	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	438.96	0.00	438.96	0.00
Purchase	05/20/2019	60934N807	309.38	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	309.38	0.00	309.38	0.00
Purchase	05/20/2019	60934N807	55,934.98	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	55,934.98	0.00	55,934.98	0.00
Purchase	05/21/2019	60934N807	626.87	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	626.87	0.00	626.87	0.00
Purchase	05/22/2019	89236TFS9	400,000.00	Toyota Motor Credit Corp Note 3.35% Due 1/8/2024	102.861	2.69%	411,444.00	4,987.78	416,431.78	0.00
Purchase	05/24/2019	60934N807	613,614.27	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	613,614.27	0.00	613,614.27	0.00
Purchase	05/24/2019	89113XP32	600,000.00	Toronto Dominion NY Yankee CD 2.77% Due 8/9/2019	100.046	2.48%	600,276.00	17,312.50	617,588.50	0.00
Purchase	05/29/2019	60934N807	5,296.88	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	5,296.88	0.00	5,296.88	0.00
Purchase	05/31/2019	60934N807	24,006.25	Federated Investors Govt Oblig Fund Inst.	1.000	2.02%	24,006.25	0.00	24,006.25	0.00
Subtotal			2,218,492.60				2,230,212.60	22,300.28	2,252,512.88	0.00
Security Contribution	05/07/2019	90LAIF\$00	3,500,000.00	Local Agency Investment Fund State Pool	1.000		3,500,000.00	0.00	3,500,000.00	0.00
Security Contribution	05/31/2019	90SDCP\$00	21,000.00	County of San Diego Pooled Investment Pool	1.000		21,000.00	0.00	21,000.00	0.00
Subtotal			3,521,000.00				3,521,000.00	0.00	3,521,000.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Short Sale	05/24/2019	60934N807	-617,588.50	Federated Investors Govt Oblig Fund Inst.	1.000		-617,588.50	0.00	-617,588.50	0.00
Subtotal			-617,588.50				-617,588.50	0.00	-617,588.50	0.00
TOTAL ACQUISITIONS			5,121,904.10				5,133,624.10	22,300.28	5,155,924.38	0.00
DISPOSITIONS										
Closing Purchase	05/24/2019	60934N807	-617,588.50	Federated Investors Govt Oblig Fund Inst.	1.000		-617,588.50	0.00	-617,588.50	0.00
Subtotal			-617,588.50				-617,588.50	0.00	-617,588.50	0.00
Sale	05/22/2019	60934N807	416,431.78	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	416,431.78	0.00	416,431.78	0.00
Sale	05/24/2019	60934N807	617,588.50	Federated Investors Govt Oblig Fund Inst.	1.000	2.07%	617,588.50	0.00	617,588.50	0.00
Subtotal			1,034,020.28				1,034,020.28	0.00	1,034,020.28	0.00
Paydown	05/15/2019	02582JHE3	0.00	American Express Credit 2017-3 A 1.77% Due 11/15/2022	100.000		0.00	280.25	280.25	0.00
Paydown	05/15/2019	02587AAJ3	0.00	American Express Credit 2017-1 1.93% Due 9/15/2022	100.000		0.00	482.50	482.50	0.00
Paydown	05/15/2019	161571HF4	0.00	Chase CHAIT 2016-A5 1.27% Due 7/15/2021	100.000		0.00	582.08	582.08	0.00
Paydown	05/15/2019	47789JAB2	0.00	John Deere Owner Trust 2019-A A2 2.85% Due 12/15/2021	100.000		0.00	475.00	475.00	0.00
Paydown	05/15/2019	65478GAB6	29,750.16	Nissan Auto Receivables Owner 2017-B A2A 1.56% Due 5/15/2020	100.000		29,750.16	77.95	29,828.11	1.17
Paydown	05/16/2019	89237RAB4	27,431.07	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		27,431.07	136.39	27,567.46	0.26



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	05/16/2019	89238BAB8	19,168.15	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	100.000		19,168.15	221.32	19,389.47	1.96
Paydown	05/16/2019	89238KAD4	0.00	Toyota Auto Receivables Owner 2017-D A3 1.93% Due 1/18/2022	100.000		0.00	209.08	209.08	0.00
Paydown	05/20/2019	43814PAB6	1,027.96	Honda Auto Receivables Owner T 17-3 A2 1.57% Due 1/21/2020	100.000		1,027.96	1.35	1,029.31	0.09
Paydown	05/20/2019	43814UAG4	0.00	Honda Auto Receivables 2018-2 A3 3.01% Due 5/18/2022	100.000		0.00	438.96	438.96	0.00
Paydown	05/20/2019	43814WAB1	0.00	HAROT 2019-1 A2 2.75% Due 9/20/2021	100.000		0.00	309.38	309.38	0.00
Paydown	05/20/2019	47788EAB4	54,991.65	John Deere Owner Trust 2018-B A2 2.83% Due 4/15/2021	100.000		54,991.65	943.33	55,934.98	2.25
Paydown	05/21/2019	43815HAC1	0.00	Honda Auto Receivables Owner 2018-3 A3 2.95% Due 8/22/2022	100.000		0.00	626.87	626.87	0.00
Subtotal			132,368.99				132,368.99	4,784.46	137,153.45	5.73
Maturity	05/06/2019	037833AQ3	400,000.00	Apple Inc Note 2.1% Due 5/6/2019	100.000		400,000.00	0.00	400,000.00	-6,652.60
Maturity	05/24/2019	89113XX33	250,000.00	Toronto Dominion NY Yankee CD 2.68% Due 5/24/2019	100.000		250,000.00	6,793.06	256,793.06	0.00
Maturity	05/24/2019	89114MCK1	350,000.00	Toronto Dominion Bank Yankee CD 2.57% Due 5/24/2019	100.000		350,000.00	6,821.21	356,821.21	0.00
Subtotal			1,000,000.00				1,000,000.00	13,614.27	1,013,614.27	-6,652.60
Security Withdrawal	05/03/2019	60934N807	2,209.28	Federated Investors Govt Oblig Fund Inst.	1.000		2,209.28	0.00	2,209.28	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	05/13/2019	90LAIF\$00	1,500,000.00	Local Agency Investment Fund State Pool	1.000		1,500,000.00	0.00	1,500,000.00	0.00
Subtotal			1,502,209.28				1,502,209.28	0.00	1,502,209.28	0.00
TOTAL DISPOSITIONS			3,051,010.05				3,051,010.05	18,398.73	3,069,408.78	-6,646.87
OTHER TRANSACTIONS										
Interest	05/01/2019	3137EADR7	455,000.00	FHLMC Note 1.375% Due 5/1/2020	0.000		3,128.13	0.00	3,128.13	0.00
Interest	05/03/2019	037833AK6	400,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.000		4,800.00	0.00	4,800.00	0.00
Interest	05/03/2019	594918BG8	270,000.00	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	0.000		2,700.00	0.00	2,700.00	0.00
Interest	05/06/2019	037833AQ3	400,000.00	Apple Inc Note 2.1% Due 5/6/2019	0.000		4,200.00	0.00	4,200.00	0.00
Interest	05/11/2019	369550BE7	400,000.00	General Dynamics Corp Note 3% Due 5/11/2021	0.000		6,000.00	0.00	6,000.00	0.00
Interest	05/15/2019	459200HM6	400,000.00	IBM Corp Note 1.625% Due 5/15/2020	0.000		3,250.00	0.00	3,250.00	0.00
Interest	05/17/2019	3137EAEK1	600,000.00	FHLMC Note 1.875% Due 11/17/2020	0.000		5,625.00	0.00	5,625.00	0.00
Interest	05/18/2019	22160KAJ4	400,000.00	Costco Wholesale Corp Note 2.15% Due 5/18/2021	0.000		4,300.00	0.00	4,300.00	0.00
Interest	05/19/2019	857477AV5	400,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.000		3,900.00	0.00	3,900.00	0.00
Interest	05/29/2019	3130AABG2	565,000.00	FHLB Note 1.875% Due 11/29/2021	0.000		5,296.88	0.00	5,296.88	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	05/31/2019	912828G53	600,000.00	US Treasury Note 1.875% Due 11/30/2021	0.000		5,625.00	0.00	5,625.00	0.00
Interest	05/31/2019	912828M80	600,000.00	US Treasury Note 2% Due 11/30/2022	0.000		6,000.00	0.00	6,000.00	0.00
Interest	05/31/2019	912828M98	570,000.00	US Treasury Note 1.625% Due 11/30/2020	0.000		4,631.25	0.00	4,631.25	0.00
Interest	05/31/2019	912828UB4	450,000.00	US Treasury Note 1% Due 11/30/2019	0.000		2,250.00	0.00	2,250.00	0.00
Interest	05/31/2019	912828WN6	550,000.00	US Treasury Note 2% Due 5/31/2021	0.000		5,500.00	0.00	5,500.00	0.00
Subtotal			7,060,000.00				67,206.26	0.00	67,206.26	0.00
Dividend	05/02/2019	60934N807	18,293.40	Federated Investors Govt Oblig Fund Inst.	0.000		518.62	0.00	518.62	0.00
Subtotal			18,293.40				518.62	0.00	518.62	0.00
TOTAL OTHER TRANSACTIONS			7,078,293.40				67,724.88	0.00	67,724.88	0.00

The following page(s) contain the backup material for Agenda Item: [Warrant Register #1 for the period of 6/26/19 through 7/2/19 in the amount of \\$2,419,310.89. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #1 for the period of 6/26/19 through 7/2/19 in the amount of \$2,419,310.89. (Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 6/26/19 - 7/2/19. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
NV5 Inc	342970	92,354.25	CSS Harding Ave/W. 21 st St
Whillock Contracting	342998	103,175.40	Paradise Creek Park Site Rem.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,419,310.89.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,419,310.89

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 1



WARRANT REGISTER # 1
7/2/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFITS / JULY 2019	342870	7/2/19	160.00
ANDERSON, E	RETIREE HEALTH BENEFITS / JULY 2019	342871	7/2/19	110.00
BEARD, P	RETIREE HEALTH BENEFITS / JULY 2019	342872	7/2/19	70.00
BECK, L	RETIREE HEALTH BENEFITS / JULY 2019	342873	7/2/19	140.00
BISHOP, R	RETIREE HEALTH BENEFITS / JULY 2019	342874	7/2/19	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS / JULY 2019	342875	7/2/19	260.00
BULL, P	RETIREE HEALTH BENEFITS / JULY 2019	342876	7/2/19	580.00
CAMEON, C	RETIREE HEALTH BENEFITS / JULY 2019	342877	7/2/19	400.00
CARRILLO, R	RETIREE HEALTH BENEFITS / JULY 2019	342878	7/2/19	290.00
COLE, L	RETIREE HEALTH BENEFITS / JULY 2019	342879	7/2/19	165.00
COLLINSON, C	RETIREE HEALTH BENEFITS / JULY 2019	342880	7/2/19	420.00
CONDON, D	RETIREE HEALTH BENEFITS / JULY 2019	342881	7/2/19	280.00
CORDERO, E	RETIREE HEALTH BENEFITS / JULY 2019	342882	7/2/19	520.00
CORPUZ, T	RETIREE HEALTH BENEFITS / JULY 2019	342883	7/2/19	140.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS / JULY 2019	342884	7/2/19	250.00
DEESE, L	RETIREE HEALTH BENEFITS / JULY 2019	342885	7/2/19	660.00
DESROCHERS, P	RETIREE HEALTH BENEFITS / JULY 2019	342886	7/2/19	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS / JULY 2019	342887	7/2/19	70.00
DIAZ, M	RETIREE HEALTH BENEFITS / JULY 2019	342888	7/2/19	680.00
DILLARD, S	RETIREE HEALTH BENEFITS / JULY 2019	342889	7/2/19	480.00
DREDGE, J	RETIREE HEALTH BENEFITS / JULY 2019	342890	7/2/19	250.00
EISER III, G	RETIREE HEALTH BENEFITS / JULY 2019	342891	7/2/19	250.00
ETZLER, J	RETIREE HEALTH BENEFITS / JULY 2019	342892	7/2/19	460.00
FABINSKI, D	RETIREE HEALTH BENEFITS / JULY 2019	342893	7/2/19	220.00
FERNANDEZ, R	RETIREE HEALTH BENEFITS / JULY 2019	342894	7/2/19	270.00
FIFIELD, K	RETIREE HEALTH BENEFITS / JULY 2019	342895	7/2/19	540.00
GAFFNEY, M	RETIREE HEALTH BENEFITS / JULY 2019	342896	7/2/19	700.00
GAUT, A	RETIREE HEALTH BENEFITS / JULY 2019	342897	7/2/19	700.00
GELSKEY, K	RETIREE HEALTH BENEFITS / JULY 2019	342898	7/2/19	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS / JULY 2019	342899	7/2/19	120.00
GONZALES, M	RETIREE HEALTH BENEFITS / JULY 2019	342900	7/2/19	480.00
HANSON, E	RETIREE HEALTH BENEFITS / JULY 2019	342901	7/2/19	135.00
HARLAN, M	RETIREE HEALTH BENEFITS / JULY 2019	342902	7/2/19	500.00
HAUG, S	RETIREE HEALTH BENEFITS / JULY 2019	342903	7/2/19	120.00
HERNANDEZ, M	RETIREE HEALTH BENEFITS / JULY 2019	342904	7/2/19	600.00
HERNANDEZ, R	RETIREE HEALTH BENEFITS / JULY 2019	342905	7/2/19	400.00
HODGES, B	RETIREE HEALTH BENEFITS / JULY 2019	342906	7/2/19	200.00
IBARRA, J	RETIREE HEALTH BENEFITS / JULY 2019	342907	7/2/19	780.00
JAMES, R	RETIREE HEALTH BENEFITS / JULY 2019	342908	7/2/19	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS / JULY 2019	342909	7/2/19	50.00
KIMBLE, R	RETIREE HEALTH BENEFITS / JULY 2019	342910	7/2/19	300.00
KLOS, F	RETIREE HEALTH BENEFITS / JULY 2019	342911	7/2/19	480.00
LANDA, A	RETIREE HEALTH BENEFITS / JULY 2019	342912	7/2/19	155.00
LEACH, D	RETIREE HEALTH BENEFITS / JULY 2019	342913	7/2/19	600.00
LIMFUECO, M	RETIREE HEALTH BENEFITS / JULY 2019	342914	7/2/19	160.00
MATIENZO, M	RETIREE HEALTH BENEFITS / JULY 2019	342915	7/2/19	100.00
MC CABE, T	RETIREE HEALTH BENEFITS / JULY 2019	342916	7/2/19	280.00



MCDANIEL, P	RETIREE HEALTH BENEFITS / JULY 2019	342917	7/2/19	290.00
MEDINA, R	RETIREE HEALTH BENEFITS / JULY 2019	342918	7/2/19	105.00
MENDOZA, G	RETIREE HEALTH BENEFITS / JULY 2019	342919	7/2/19	290.00
MINER, D	RETIREE HEALTH BENEFITS / JULY 2019	342920	7/2/19	580.00
MORRISON, R	RETIREE HEALTH BENEFITS / JULY 2019	342921	7/2/19	520.00
NOTEWARE, D	RETIREE HEALTH BENEFITS / JULY 2019	342922	7/2/19	120.00
OLIVARES, G	RETIREE HEALTH BENEFITS / JULY 2019	342923	7/2/19	280.00
OLIVERIA, H	RETIREE HEALTH BENEFITS / JULY 2019	342924	7/2/19	360.00
PAUU JR, P	RETIREE HEALTH BENEFITS / JULY 2019	342925	7/2/19	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS / JULY 2019	342926	7/2/19	140.00
PETERS, S	RETIREE HEALTH BENEFITS / JULY 2019	342927	7/2/19	290.00
POST, R	RETIREE HEALTH BENEFITS / JULY 2019	342928	7/2/19	280.00
RAY, S	RETIREE HEALTH BENEFITS / JULY 2019	342929	7/2/19	190.00
ROARK, L	RETIREE HEALTH BENEFITS / JULY 2019	342930	7/2/19	135.00
RODRIGUEZ, M	RETIREE HEALTH BENEFITS / JULY 2019	342931	7/2/19	260.00
RUIZ, J	RETIREE HEALTH BENEFITS / JULY 2019	342932	7/2/19	310.00
SANCHEZ, L	RETIREE HEALTH BENEFITS / JULY 2019	342933	7/2/19	330.00
SERVATIUS, J	RETIREE HEALTH BENEFITS / JULY 2019	342934	7/2/19	340.00
SHORT, C	RETIREE HEALTH BENEFITS / JULY 2019	342935	7/2/19	300.00
SMITH, J	RETIREE HEALTH BENEFITS / JULY 2019	342936	7/2/19	320.00
STEWART, W	RETIREE HEALTH BENEFITS / JULY 2019	342937	7/2/19	200.00
STRASEN, W	RETIREE HEALTH BENEFITS / JULY 2019	342938	7/2/19	135.00
TIPTON, B	RETIREE HEALTH BENEFITS / JULY 2019	342939	7/2/19	250.00
VERRY, L	RETIREE HEALTH BENEFITS / JULY 2019	342940	7/2/19	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS / JULY 2019	342941	7/2/19	480.00
WHITE, J	RETIREE HEALTH BENEFITS / JULY 2019	342942	7/2/19	230.00

RETIREE HEALTH BENEFIT SUBTOTAL 22,355.00

IPS GROUP INC	IPS SERVICES	342868	7/2/19	1,580.75
IPS GROUP INC	PARKING ENFORCEMENT	342869	7/2/19	840.67
ADDICTION MEDICINE	DOT TESTING / HR	342944	7/2/19	318.50
ANDREWS, J	TRAINING REIM INTR TC INV/ANDREWS	342945	7/2/19	591.70
BROWDER, M	TRAINING REIM SOVEREIG/BROWDER	342946	7/2/19	380.83
C A P F	FIRE LTD - JULY 2019	342947	7/2/19	956.00
CALIFORNIA LAW ENFORCEMENT	PD LTD - JULY 2019	342948	7/2/19	2,082.50
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	342949	7/2/19	134.68
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	342950	7/2/19	462.00
COUNTY OF SAN DIEGO	2019 FRAUD PREVENTION AND ETHICS REG FEE	342951	7/2/19	190.00
DEESE, L	SICK HOURS PAY-OFF	342952	7/2/19	9,686.70
DELGADO, E	MISS NATIONAL CITY REIMB SUPPLIES	342953	7/2/19	2,468.82
D-MAX ENGINEERING	CALFIRE URBAN FOREST EXP.	342954	7/2/19	1,377.50
DPREP INC	TRAINING TUITION OIS SHEPHARD	342955	7/2/19	223.00
DURAN, D	TRAINING ADV LDG DRUG ABUSE / DURAN	342956	7/2/19	470.67
DURON, C	EDUCATION REIMBURSEMENT	342957	7/2/19	1,055.41
GALLEGOS-MUNOZ, DESTINY	MISS NC EDUCATIONAL PAGEANT SCHOLARSHIP	342958	7/2/19	750.00
GEOSYNTEC CONSULTANTS INC	835 BAY MARINA CLOSURE	342959	7/2/19	1,724.50
GRAINGER	PORTABLE RADIOS COMMUNITY SRVICES	342960	7/2/19	1,314.41
HMS CONSTRUCTION INC	HIGHLAND AVE T.S. MOD.	342961	7/2/19	36,433.40
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR BUILDING	342962	7/2/19	728.70
KAISER FOUNDATION HEALTH PLANS	GRP# 104220-7002 - JUNE 2019	342963	7/2/19	2,176.96
KAISER FOUNDATION HEALTH PLANS	GRP# 104220-7002 - MAY 2019	342964	7/2/19	2,176.96



LAFRENIERE, D	EDUCATION REIMBURSEMENT	342965	7/2/19	998.00
LOZANO, M	TRAINING REIM INTR TC INV / LOZANO	342966	7/2/19	285.72
MELLADO DESIGNS	CS410, BLACK CORNER STONE - SELECT	342967	7/2/19	220.83
METEAU JR, R	WORKES' COMP CONFERENCE PARKING FEE REIM	342968	7/2/19	51.00
MUNOZ, L	TRAVEL EXPENSE REPORT	342969	7/2/19	30.51
NV5 INC	CSS HARDING AVE/W. 21ST ST.	342970	7/2/19	92,354.25
PALMA, A	REIMB / MILEAGE TO CDBG MONITORING	342971	7/2/19	19.08
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	342972	7/2/19	526.03
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	342973	7/2/19	47.24
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	342974	7/2/19	209.70
PROGRESSIVE SOLUTIONS INC	THERMAL PAPER / RECORDS PD	342975	7/2/19	167.85
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES - STREETS	342976	7/2/19	638.88
RAMIREZ, O	TRAINING REIM FIELD TRAINING PROG/RAMIREZ	342977	7/2/19	105.00
RELY ENVIRONMENTAL	AIR DUCT CLEANING	342978	7/2/19	8,894.62
RIVERA, ANAIS MARINA	MISS NATIONAL CITY EDUCATIONAL PAGEANT	342979	7/2/19	550.00
ROBINSON, S	EDUCATION REIMBURSEMENT	342980	7/2/19	671.09
RODRIGUEZ, MICHELLE A	MISS NAT CITY EDUCATIONAL PAGEANT	342981	7/2/19	400.00
SABALA, A	TRAINING REIM K9/SABALA	342982	7/2/19	59.24
SAINZ, J	REIMBURSEMENT: PARKING	342983	7/2/19	18.00
SAN DIEGO UNION TRIBUNE	ADVERTISING CIP PROJECTS	342984	7/2/19	2,528.88
SDCTOA	MEMBERSHIP / FIRE	342985	7/2/19	50.00
SDG&E	GAS AND ELECTRIC UTILITIES - PW	342986	7/2/19	3,675.33
SHANAHAN, M	TRAINING REIM CELLBRIT/SHANAHAN	342987	7/2/19	341.98
SMART & FINAL	MOP #45756/OFFICE SUPPLIES/HR	342988	7/2/19	55.69
SMART SOURCE OF CALIFORNIA LLC	MOP #63845/OFFICE SUPPLIES/HR	342989	7/2/19	154.43
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / FINANCE	342990	7/2/19	740.37
STOUT, Z	EDUCATION REIMBURSEMENT	342991	7/2/19	686.67
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	342992	7/2/19	410.00
THE HELMET CENTER LLC	HELMETS / FIRE	342993	7/2/19	6,210.00
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES - PW	342994	7/2/19	184.15
U S BANK	06-24-19 CREDIT CARD STATEMENT: BRAD RAU	342995	7/2/19	6,281.27
VISTA PAINT	MOP 68834 PAINT SUPPLIES - PW	342996	7/2/19	50.08
WETMORES	MOP 80333 AUTO SUPPLIES - PW	342997	7/2/19	44.98
WHILLOCK CONTRACTING	PARADISE CREEK PARK SITE REM.	342998	7/2/19	103,175.40

A/P Total 321,315.93

WIRED PAYMENTS

ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET JUN 2019	427836	7/2/19	33,323.79
CITY NATIONAL BANK	LEASE PAYMENT #37 ENERGY PROJECT	427938	7/2/19	43,101.10

SECTION 8 HAPS

Start Date	End Date	
6/26/2019	7/2/2019	925,682.38

PAYROLL

Pay period	Start Date	End Date	Check Date	
14	6/18/2019	7/1/2019	7/10/2019	1,095,887.69

GRAND TOTAL

\$2,419,310.89

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON,
CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

MONA RIOS, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20TH OF AUGUST 2019.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #2 for the period of 7/3/19 through 7/9/19 in the amount of \\$936,019.04. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #2 for the period of 7/3/19 through 7/9/19 in the amount of \$936,019.04. (Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 7/3/19 - 7/9/19. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
CSAC Excess Ins Authority	343026	202,168.00	Excess Worker's Compensation Program
Dion International Truck	343034	111,166.43	2018 International 4300 SBA 4x2
Public Emp Ret System	7032019	316,588.71	Service Period 06/04/19 – 06/17/19

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$936,019.04.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$936,019.04

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 2



WARRANT REGISTER # 2
7/9/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ALDEMCO	FOOD NUTRITION	342999	7/9/19	1,834.72
CALPERS - FINANCIAL REPORTING	2019 REPLACEMENT BENEFIT CONTRIBUTION	343000	7/9/19	35,245.23
CALPERS - FINANCIAL REPORTING	2019 REPLACEMENT BENEFIT CONTRIBUTION	343001	7/9/19	1,816.09
NAN MCKAY AND ASSOCIATES INC	HCV PROGRAM MANAGEMENT - HOUSING	343002	7/9/19	855.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	343003	7/9/19	4,133.46
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC / NUTRITION	343004	7/9/19	1,980.41
SEAPORT MEAT COMPANY	FOOD / NUTRITION	343005	7/9/19	995.33
SYSCO SAN DIEGO INC	FOOD / NUTRITION	343006	7/9/19	2,862.70
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - JULY	343007	7/9/19	1,027.46
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	343008	7/9/19	120.00
AT&T	AT&T SBC PHONE SERVICE FOR MAY	343009	7/9/19	1,350.78
AT&T	AT&T SBC PHONE SERVICE FOR JUNE	343010	7/9/19	454.62
ATEF IBRAHIM	T&A#90251 1416 E. 16TH ST.	343011	7/9/19	5,048.28
AUDIO ASSOCIATES	AUDIO/VIDEO EQUIPMENT / MIS	343012	7/9/19	14,140.88
BOB MURRAY & ASSOCIATES	PROFESSIONAL SERVICES / CMO	343013	7/9/19	782.81
CANON SOLUTIONS AMERICA INC.	PLOTWAVE 345 MAINTENANCE	343014	7/9/19	110.00
CASAS, LAURA	COUNCIL MEETING TRANSLATION 06/18/19	343015	7/9/19	100.00
CDCE INCORPORATED	PRO INTEL CORE	343016	7/9/19	26,034.44
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	343017	7/9/19	7,800.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	343018	7/9/19	7,400.00
CLEAN HARBORS ENVIRONMENTAL	HAZARDOUS WASTE - MAY 2019	343019	7/9/19	945.23
CLF WAREHOUSE INC	MOP 80331. AUTOMOTIVE SUPPLIES / PW	343020	7/9/19	235.44
COLANTUONO HIGHSMITH	LIABILITY CLAIM COST	343021	7/9/19	1.95
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL & DOT EXAMS	343022	7/9/19	322.00
CONSTANT CONTACT INC	CONSTANT CONTACT - EMAIL PLUS	343023	7/9/19	714.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	343024	7/9/19	8,708.13
COUNTYWIDE MECHANICAL	HVAC MAINTENANCE AND REPAIR FY 2019	343025	7/9/19	707.33
CSAC EXCESS INS AUTHORITY	EXCESS WORKERS' COMPENSATION PROGRAM	343026	7/9/19	202,168.00
CYNTHIA TITGEN CONSULTING INC	WORKERS' COMPENSATION CONSULTING - JUNE	343027	7/9/19	1,178.75
DALEY & HEFT LLP	LIABILITY CLAIM COST	343028	7/9/19	998.74
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET / PW	343029	7/9/19	311.74
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR JUNE	343030	7/9/19	2,939.63
DELGADO, E	MISS NATIONAL CITY MUSIC NOTES	343031	7/9/19	25.00
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS	343032	7/9/19	512.00
DEPARTMENT OF TOXIC SUBSTANCES	NC PW YARD DEPT TOXIC SUBS CONTROL - PW	343033	7/9/19	20,480.45
DION INTERNATIONAL TRUCK INC	2018 INTERNATIONAL 4300 SBA 4X2 / PW	343034	7/9/19	111,166.43
D-MAX ENGINEERING	CARMAX SUPPORT	343035	7/9/19	10,794.58
ERGOMETRICS	FIRE ENGINEER WRITTEN TEST	343036	7/9/19	815.63
FEDEX	GRANT APPLICATION	343037	7/9/19	50.09
GOLDEN BELL PRODUCTS INC	SERVICE AND MAINTENANCE OF SANITARY	343038	7/9/19	4,900.00
GRAINGER	COMMUNITY SERVICES BARRIER POST	343039	7/9/19	1,237.71
GURROLA, VALERIE	LEGAL SERVICES / MAY 2019	343040	7/9/19	4,682.73
HARRIS, S	ACH RETURNED BY BANK DUE INVALID ACCT	343041	7/9/19	100.00
HUERTA, SILVIANO	T&A#90368 2300 HAFFLEY AVE	343042	7/9/19	5,000.00
HUTCHINSON, C	TRAINING MILEAGE REIMBURSEMENT	343043	7/9/19	29.68
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST - MAY	343044	7/9/19	32.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	343045	7/9/19	296.21



**WARRANT REGISTER # 2
7/9/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LASER SAVER INC	MOP 45725 CASA DE SALUD TONER	343046	7/9/19	326.09
LEFORT'S SMALL ENGINE REPAIR	MOP 45758. AUTOMOTIVE SUPPLIES / PW	343047	7/9/19	332.43
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	343048	7/9/19	5,585.60
LOPEZ, J	MILEAGE REIMBURSEMENT	343049	7/9/19	11.02
LOPEZ, TERESA YOLANDA	TRANSLATION SERVICES AS NEEDED FOR FY19	343050	7/9/19	160.00
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	343051	7/9/19	843.75
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	343052	7/9/19	8,372.48
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	343053	7/9/19	4,914.95
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	343054	7/9/19	1,943.84
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	343055	7/9/19	497.82
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR CITY FLEET / PW	343056	7/9/19	235.00
OFFICE SOLUTIONS BUSINESS	MOP 83778. OFFICE SUPPLIES / FINANCE	343057	7/9/19	469.51
OFFICE TEAM	CHARLOTTE ANDREW (TEMP.)	343058	7/9/19	2,487.74
OPTUM	MONTHLY SERVICE FEE FOR JAN - MAR 2019	343059	7/9/19	39.00
O'REILLY AUTO PARTS	MOP 73888. AUTOMOTIVE SUPPLIES / PW	343060	7/9/19	40.76
PAPA	PESTICIDE APPLICATOR SEMINAR FOR PW STAFF	343061	7/9/19	625.00
PARTS AUTHORITY METRO LLC	MOP 75943. AUTOMOTIVE SUPPLIES / PW	343062	7/9/19	79.37
PENSKE FORD	MOP 49078. AUTOMOTIVE EQUIPMENT / PW	343063	7/9/19	90.84
POWERSTRIDE BATTERY CO INC	MOP 47588. AUTOMOTIVE SUPPLIES / PW	343064	7/9/19	91.05
PRO BUILD COMPANY	MOP 45707. SUPPLIES / CSD	343065	7/9/19	696.48
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	343066	7/9/19	250.95
SAN DIEGO READER	MARKETING MOVIES IN THE PARK	343067	7/9/19	800.00
SDG&E	SDG&E UTILITIES FOR FACILITIES FY 2019	343068	7/9/19	16,688.54
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR APRIL	343069	7/9/19	5,905.78
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	343070	7/9/19	738.98
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 OFFICE SUPPLIES/RISK	343071	7/9/19	138.12
SO CAL TRUCK STOP	MOP 45758. AUTOMOTIVE SUPPLIES / PW	343072	7/9/19	269.41
SPOK INC	METROCALL PAGING FOR JUNE	343073	7/9/19	656.06
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / NSD	343074	7/9/19	517.61
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES /CITY ATTORNEY	343075	7/9/19	135.18
STARTECH COMPUTERS	MOP #61744/COMPUTER ACCESSORIES/MIS	343076	7/9/19	1,295.40
SWEETWATER AUTHORITY	WATER SERVICES FOR FACILITIES FY 2019	343077	7/9/19	43,469.54
SWEETWATER AUTHORITY	WATER SERVICES FOR FACILITIES FY 2019	343078	7/9/19	3,706.48
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	343079	7/9/19	20.61
THE STAR NEWS	ADVERTISING NOTICES FOR FY19	343080	7/9/19	668.82
TIP OF SAN DIEGO COUNTY	24 HOUR VOLUNTEER RESPONSE SERVICE	343081	7/9/19	8,000.00
TOPECO PRODUCTS	MOP 63849. AUTOMOTIVE SUPPLIES / PW	343082	7/9/19	97.43
T'S & SIGNS	CANOPY / CSD	343083	7/9/19	1,983.61
U S BANK	MONTHLY CREDIT CARD STATEMENT - JUNE	343084	7/9/19	159.98
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	343085	7/9/19	610.45
VERIZON WIRELESS	VERIZON CELLULAR SERVICES	343086	7/9/19	9,767.15
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	343087	7/9/19	1,962.10
WESTFLEX INDUSTRIAL	MOP 63850. EQUIPMENT SUPPLIES / PW	343088	7/9/19	94.71
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES/MIS	343089	7/9/19	205.03
			A/P Total	619,430.33



WARRANT REGISTER # 2
7/9/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WIRED PAYMENTS PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 06/04/19 - 06/17/19	7032019	7/3/19	316,588.71
GRAND TOTAL				<u>\$ 936,019.04</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON,
CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

MONA RIOS, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20TH OF AUGUST 2019.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution approving a Tentative Subdivision Map for the subdivision of one parcel into six lots at property located on the northwest corner of West 18th Street and Harding Avenue. \(Applicant: San Diego Habitat for Humanity\) \(Case File No. 2019-08 S\) \(Planning\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Public Hearing and adoption of a resolution approving a Tentative Subdivision Map for the subdivision of one parcel into six lots at property located on the northwest corner of West 18th Street and Harding Avenue. (Applicant: San Diego Habitat for Humanity) (Case File No. 2019-08 S)

PREPARED BY: Martin Reeder, AICP *MR*

DEPARTMENT: Planning Division

PHONE: 619-336-4381

APPROVED BY: 

EXPLANATION:

The applicant proposes to subdivide the property into six new parcels and to construct one new affordable (lower income level) unit on each of the newly-created lots. Each unit would have a single car garage accessible from the alleyway to the west of the property. Because the project will be restricted for continued affordability, it qualifies for incentives and waivers that allow reduced parking, floor area ratio, setbacks, and interior garage width.

The attached background report describes the project in detail.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Categorical Exemption Class 32, Section 15332 In-Fill Development Projects

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends approval of the Tentative Subdivision Map.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Tentative Subdivision Map.
Ayes: Natividad, Baca, Flores, Sendt, Yamane, Garcia Noes: DelaPaz

ATTACHMENTS:

- | | |
|---------------------------|------------------------|
| 1. Background Report | 6. Applicant's Plans |
| 2. Recommended Findings | 7. Public Notice |
| 3. Recommended Conditions | 8. Notice of Exemption |
| 4. Overhead | 9. Resolution |
| 5. Site Photos | |

BACKGROUND REPORT

Staff Recommendation

Staff recommends approval of a Tentative Subdivision Map (TSM) for the subdivision of an existing parcel into six lots in order to construct six affordable single-family dwellings. The project is consistent with the General Plan, Housing Element, Westside Specific Plan, Subdivision Ordinance, and Land Use Code, and will provide six new home-ownership opportunities.

Executive Summary

The applicant proposes to subdivide the property into six new parcels and to construct one new affordable (lower income level) unit on each of the newly-created lots. Each unit would have a single car garage accessible from the alleyway to the west of the property. Because the project will be restricted for continued affordability, it qualifies for incentives and waivers that allow reduced parking, floor area ration, setbacks, and interior garage width.

History

The Planning Commission conducted a public hearing on August 5, 2019 on the proposed Tentative Subdivision Map. Commissioners asked questions related to setbacks, noticing, property access, affordability, and project design. One community member expressed concerns related to parking. The Commission voted to recommend approval of the project to the City Council by a vote of six to one.

Site Characteristics

The project site is at the northwest corner of West 18th Street and Harding Avenue. The property is currently vacant and proposed to be subdivided into six new parcels. Each new lot would be developed with a new townhome-style single-family home and single car garage. Vehicular access is proposed through a west-to-east driveway accessed from an alleyway to the west of the property. A subdivision creating five or more lots requires a Tentative Subdivision Map.

Project Location

The project site is a vacant 0.2-acre (8,700 +ft²) parcel located in the Westside Specific Plan area. The property zoning is MCR-1 (Multi-Use Commercial Residential), a mixed-use zone. The property has 115 feet of frontage on West 18th Street, with 75 feet of frontage on both Harding Avenue to the east and an alley to the west. The property was

historically developed with four single-family homes. However, the homes were demolished and the property has been vacant since early 2004.

The Community Development Commission of the City of National City (“CDC”) purchased an 8,771 square foot lot (“Property”) in January 2004 located at 405-419 West 18th Street in National City for \$400,000 using Low and Moderate Housing Funds. The Property is currently an asset of the Community Development Commission-Housing Authority of the City of National City. Since the Property was purchased with the Low and Moderate Housing Fund, the property must be used to develop affordable housing for low and moderate income households.

Proposed Use

San Diego Habitat for Humanity (“Habitat”) and San Diego Community Land Trust (“SDCLT”) propose to develop the property with six affordable homeownership units that will initially target households at or below 80% of Area Median Income (“AMI”). After the initial 20 year HOME affordability period, the SDCLT would target families at or below 80% AMI at resale of the units but could sell the units to a household at or below 120% AMI, if necessary. The property is also subject to a 45 year Low and Moderate Income Program affordability period which requires that units be resold at or below 120% AMI but Habitat and SDCLT will continue to target households at or below 80% AMI, if feasible.

The applicant proposes to subdivide the property into six and to construct one new unit on each of the newly-created lots. The approximate lot sizes and proposed unit sizes would be as follows:

Lot #	Gross Lot Size (ft²)	Net Lot Size* (ft²)	Unit Size (ft²)	FAR**
1	1,330	984	1,430	1.0
2	1,314	973	1,430	1.0
3	1,314	973	1,430	1.0
4	1,314	973	1,430	1.0
5	1,314	973	1,430	1.0
6	2,063	2,063	1,704	0.8

* Discounting access driveway

** Floor Area Ratio (unit size divided by lot size)

Each building would be separated from the adjacent residence by two inches and would be structurally independent, although they would have the outward appearance of a row of townhomes. Each unit would have a garage accessible from the alley to the north of

the site, which will be paved. The largest unit (Lot 6) will be an Americans with Disabilities Act (ADA) accessible unit.

As mentioned above, this project will be a partnership between San Diego Habitat for Humanity and the San Diego Community Land Trust (SDCLT). The Land Trust will have a 99-year ground lease on the property underneath the new homes, which Habitat for Humanity will build and sell to the lower income families that qualify¹ for purchase. Subdividing the property eliminates the need for a Home Owners' Association by enabling SDCLT to take over management and maintenance of common area improvements (e.g. driveway, landscaping). The partnership between Habitat and SDCLT keeps the property affordable in perpetuity.

The project is requesting variances from certain development standards. Non-affordable housing applications would typically request an exception or variance as part of a subdivision or parcel map, which the Planning Commission and City Council are used to seeing; however, the affordability component of this project allows for a different process for variation that is administered by the state. This process outlines waivers (development standards that physically preclude the construction of the project that qualifies for a density bonus or incentive) and incentives (reduction in site development standards or modifications of zoning/architectural design requirements that result in "identifiable and actual cost reductions to provide for affordable housing"). Waivers and incentives are granted per Government Code (GC) 65915, which governs affordable housing projects. While the City typically has little purview in these matters, they are being discussed in the context of the project as a whole. Per GC 65915, the project qualifies for up to three incentives (for projects with at least 30% affordable units). Additionally, a developer may request unlimited waivers.

The applicant is requesting five waivers: reduced lot size (1,330 to 2,063 square feet where 5,000 square feet is required), reduced minimum lot width (18 to 27 feet where 50 feet is required), reduced front yard setback (five feet where eight feet is required), reduced side yard setback (one inch where 10 feet is required); and, reduced minimum interior garage width (nine feet, six inches where 11 feet is required). In addition, they are requesting incentives for reduced parking (one space where one-and-a-half is required), and increased floor area ratio (up to 1.0 where 0.6 is the maximum).

Density Bonus

GC 65915 allows for a density bonus for housing projects providing prescribed levels of affordability. Generally, income levels are described as follows:

- Moderate income = 80-120% of area median income (AMI)
- Lower income = 50-80% AMI
- Very-low = 30-50% AMI

A project with at least 10% of units available to lower income families qualifies for a density bonus of 20%, plus an additional 1.5% bonus for each percent increase in affordable units. This calculates out as follows:

- MCR-1 density (24 units per acre) = 4 units
- 20% density bonus = plus 1 unit
- Additional 90% of units with 1.5% density bonus = plus 1 unit

Analysis

The MCR-1 zone generally allows mixed-use developments by right (no discretionary review). It also allows commercial or residential uses as a stand-alone use. While a zone like this typically has multi-unit residential or mixed-use developments, the applicant wishes to create individual lots in order to create six new affordable homeownership opportunities. Subdivisions of more than four lots requires a Tentative Subdivision Map, which necessitates Planning Commission and City Council approval. Based on the affordability of the units (which will be restricted through covenant to remain affordable for 55 years) the project is permitted, as proposed, by right. The discretionary review is only required for the subdivision portion of the project.

General Plan

The Land Use designation for this property is “Specific Plan”, as the lot is in the Westside Specific Plan area. The Specific Plan specifies a density of 24 units per acre in the MCR-1 zone. In this case, the project is at a proposed density of 30 units per acre, which exceeds the maximum specified. However, the project qualifies for a density bonus, which allows up to six units in this case. Affordability, including density bonuses and associated incentives and waivers is discussed below in the “Density Bonus” section above).

There are several General Plan Policies that are pertinent to this proposal, specifically:

Policy LU-2.3: Provide for a variety of housing types including, but not limited to, single-family attached and detached, multifamily apartments, condominiums, and mobile homes.

¹ As well as meeting specific income requirements, each adult of a qualifying family must commit 250 hours of “sweat equity” where they participate in the construction of the home.

Policy LU 4.3: Promote infill development, redevelopment, rehabilitation, and reuse efforts that contribute positively to existing neighborhoods and surrounding areas.

Policy LU-7.1: Establish incentives to promote the use and development of vacant infill parcels and the intensification of land uses on underutilized parcels to realize the greatest benefit to the community.

Housing Element

Among other things, the Housing Element focuses on the following:

- Matching housing supply with need
- Maximizing housing choice throughout the community

The project will add to the City's housing supply, particularly along a community corridor that is intended for such use, and also provide for six new affordable home-ownership opportunities.

Westside Specific Plan

The MCR-1 zone allows for up to 24 units per acre. The proposed project has a density of approximately 30 units per acre. In the case of an 8,712 square-foot lot the maximum allowable number of units would be normally four (calculate yield is 4.8 units, but this typically rounds down to the closest whole number, which is four). The applicant is proposing six units. The zone also has a maximum floor area ratio (FAR) of 0.6, or 0.6 multiplied by the lot size. In this case the FARs for the six lots vary from as low as 0.8 to as high as 1.0, in all cases exceeding the maximum. These exceptions are permitted due to the density bonus and affordability qualifications, as discussed above. The project is consistent with the maximum height of 50 feet and three stories in the zone. The design is consistent with community goals and implanting strategies of the Westside Specific Plan.

Architecture/Landscaping

The architectural style of the proposed development is modern in style and includes many stylistic features encouraged by the design guidelines in the Land Use Code. These include wall plane variation, architectural relief, and varied roof planes. The landscape plan for the project shows multiple street trees and shrubs, providing for a varied and colorful planting palette. Conditions of approval include compliance with the attached plans.

Parking

GC 65915 permits a parking ratio of a half space per bedroom for projects qualifying for a density bonus, which is 1.5 spaces per unit in this case (all three-bedroom units). This

equates to nine spaces, where only six are provided. However, as discussed above, the applicant may request an incentive for reduced parking, which they have done in this case. Due to the proximity to transit (24th Street Trolley station), the reduced parking ratio is not expected to have a significant impact.

Design guideline waivers

In addition to the incentive used for reduced parking, the applicant is requesting five waivers resulting in reduced lot size, minimum lot width, front yard setback, side yard setback, and reduced minimum interior garage width. Another incentive is being requested for increased FAR. Allowing the waivers and incentives will allow for the maximum amount of affordable units, and (more importantly) ensure their continued affordability. The physical reductions, while resulting in a more compact design, will be consistent with urban mixed-use development design standards and will result in identifiable and actual cost reductions in construction-related expenses.

Required findings

The Municipal Code contains required findings for Tentative Subdivision Maps. There are nine required findings:

1. The proposed map is consistent with the National City General Plan and applicable specific plans.

The project provides additional home ownership opportunities, consistent with the General Plan, Westside Specific Plan, and Housing Element.

2. The site is physically suitable for the proposed type of development.

The site is vacant, generally flat in nature, and located on a corner with alley access, therefore suitable to locate six new single-family homes on level pads with all necessary improvements.

3. The site is physically suitable for the proposed density of development.

As a qualifying affordable housing development, the project is in compliance with all required density regulations of the Westside Specific Plan.

4. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

There is no natural habitat in the area or bodies of water present on-site. In addition, the property is surrounded by urban development and is currently developed with a residential use.

5. The design of the subdivision and the proposed/required improvements are not likely to cause serious public health problems.

The property is currently vacant and surrounded by existing residential developments. In addition, as a qualifying affordable housing project, the land use and zoning designations allow for the density requested, which was analyzed as part of the environmental document associated with the most recent land use update.

6. The design of the subdivision and the proposed/required improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision.

No such easements exist or would be affected by the proposed development.

7. The discharge of sewerage waste from the subdivision into the City of National City sewer system will not result in violation of existing requirements prescribed by the California Regional Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code, as specified by Government Code Section 66474.6.

The project is required to install and/or upgrade to current requirements for sewage disposal by the Conditions of Approval of this permit.

8. The subdivision has been considered by the Planning Commission with regard to its effect on the housing needs of the region, and these needs are balanced by the public service needs of the residents and available fiscal and environmental resources.

The project will provide six new homeownership opportunities, which is consistent with and encouraged by the City's Housing Element.

9. The design of the subdivision provides, to the extent feasible, for future passive and natural heating and cooling opportunities in the subdivision, based on consideration of local climate, topography, property configuration and other design and improvement requirements without requiring reduction in allowable density or lot coverage.

The existing property is vacant and the site is surrounded by existing residential development. All new construction proposed in the future will be in compliance with the California Building Code, which takes such factors in to consideration.

Environmental analysis

A last finding has been included with regard to compliance with the California Environmental Quality (CEQA), which is as follows:

10. That the proposed project has been reviewed in compliance with CEQA.

Staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 32 Section 15332 (In-Fill Development Projects), for which a Notice of Exemption will be filed subsequent to approval of this Tentative Subdivision Map.

In addition to CEQA analysis, the applicant was also required to perform environmental analysis under the National Environmental Policy Act (NEPA), which is the federal equivalent of CEQA, due to federal funding sources being used for the project. However, the NEPA review is not part of this subdivision application.

Department comments

Comments were provided by the Building Division, Engineering Department, and Fire Department. The Building Division requires compliance with applicable building codes; the Fire Department requires compliance with fire codes related to fire protection and property access; and the Engineering Department had comments related to property development (e.g. grading, hydrology, stormwater) and final map requirements.

Conditions of Approval

Standard Conditions of Approval for Tentative Subdivision Maps have been included in the staff report, as well as those addressing department comments as discussed above. The Planning Department added conditions regarding ensuring ongoing affordability of the units, architectural and landscape design requirements, and site lighting.

Summary

The proposed project is consistent with the General Plan, Westside Specific Plan, and Housing Element in that it provides additional home-ownership opportunities and meets all applicable design requirements for residential developments in the MCR-1 zone. The project will help to reinvigorate and potentially spur development in an area zoned for such use.

Options

1. Approve 2019-08 S subject to the attached conditions, and based on attached findings or other findings as determined by the City Council; or
2. Deny 2019-08 S based on findings as determined by the City Council; or,
3. Continue the item for additional information.

RECOMMENDED FINDINGS FOR APPROVAL
OF THE TENTATIVE SUBDIVISION MAP

2019-08 S – San Diego Habitat for Humanity – 18th & Harding

APN: 559-085-08

1. That the proposed map is consistent with the National City General Plan and applicable specific plans because the project provides additional home ownership opportunities, consistent with the General Plan, Westside Specific Plan, and Housing Element.
2. That the site is physically suitable for the proposed type of development because the site is vacant, generally flat in nature, and located on a corner with alley access, therefore suitable to locate six new single-family homes on level pads with all necessary improvements.
3. That the site is physically suitable for the proposed density of development because, as a qualifying affordable housing development, the project is in compliance with all required density regulations of the Westside Specific Plan.
4. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because there is no natural habitat in the area or bodies of water present on-site. In addition, the property is surrounded by urban development and is currently developed with a residential use.
5. That the design of the subdivision and the proposed/required improvements are not likely to cause serious public health problems because the property is currently vacant and surrounded by existing residential developments. In addition, as a qualifying affordable housing project, the land use and zoning designations allow for the density requested, which was analyzed as part of the environmental document associated with the most recent land use update.
6. That the design of the subdivision and the proposed/required improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision because no such easements exist or would be affected by the proposed development.
7. That the discharge of sewerage waste from the subdivision into the City of National City sewer system will not result in violation of existing requirements prescribed by the California Regional Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code, as specified by Government Code Section 66474.6,

ATTACHMENT 2

because the project is required to install and/or upgrade to current requirements for sewage disposal by the Conditions of Approval of this permit.

8. That the subdivision has been considered by the Planning Commission with regard to its effect on the housing needs of the region, and these needs are balanced by the public service needs of the residents and available fiscal and environmental resources, because the project will provide six new homeownership opportunities, which is consistent with and encouraged by the City's Housing Element.
9. That the design of the subdivision provides, to the extent feasible, for future passive and natural heating and cooling opportunities in the subdivision, based on consideration of local climate, topography, property configuration and other design and improvement requirements without requiring reduction in allowable density or lot coverage, because the existing property is vacant and the site is surrounded by existing residential development. All new construction proposed in the future will be in compliance with the California Building Code, which takes such factors in to consideration.
10. That the proposed project has been reviewed in compliance with CEQA because staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 32 Section 15332 (In-Fill Development Projects), for which a Notice of Exemption will be filed subsequent to approval of this Tentative Subdivision Map.

RECOMMENDED CONDITIONS OF APPROVAL

2019-08 S Habitat for Humanity – 18th & Harding

APN: 559-085-08

General

1. This *Tentative Subdivision Map* authorizes the division of one property into six at property located at the northwest corner of West 18th Street and Harding Avenue. Except as required by Conditions of Approval, all plans submitted for permits associated with this project shall conform to Exhibits A and B, Case File No. 2019-08 S, dated 4/23/19 and 6/12/19 respectively.
2. Before this *Tentative Subdivision Map* shall become effective, the applicant and/or the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. **Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Tentative Subdivision Map.** The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Tentative Subdivision Map* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk.**
4. The approved Tentative Subdivision Map shall expire two (2) years after the effective date of approval unless prior to that date a request for a time extension not exceeding three (3) years has been filed as provided by Municipal Code §17.04.070.

Building

5. Building plans and permits they shall be required to meet the 2016 or 2019 California Building, Mechanical, Electrical, Plumbing, Accessibility, Green, Energy and Fire Codes.

Engineering

6. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection

ATTACHMENT 3

point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.

7. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Division web site. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
8. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
9. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
10. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.
11. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
12. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the

public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.

13. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6 inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral. A sewer district fee of \$1,930 per each unit is required to be paid prior to the issuing of any building permit.
14. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
15. A soils engineering report shall be submitted for the Engineering Department's review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2-inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
16. An existing sewer easement reserved to the City of National City exists at the northerly property line and no building encroachment will be allowed within the easement. The easement shall be shown on the plans. Records do not show any sewer main being installed in the easement and a site check verified that none exists. The owner may have the easement quit claimed by the City at their expense.
17. The proposed new manholes and sewer main in the alley and E. 18th Street shall be the property of the City of National City and shall become part of the City sanitary sewer system. Those portions of sewer that are within the property lines and extend to the new main in the alley will remain private and shall be maintained in accordance with the requirements of the National City Municipal Code.

18. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Specifically all sidewalk and all curb and gutter along E 18TH Street along the property frontage. Abandoned curb cuts shall be removed and replaced with curb and gutter. Sidewalk shall be in accordance with the San Diego Regional Standard Drawing (SDRSD G-7, G-9 and G-10), curb and gutter shall be in accordance with National City Modified SDRSD G-2, the pedestrian ramps at the alley apron per SDRSD G-31, the alley apron per SDRSD G-17, concrete pavement alley section per SDRSD G-21 with cutoff wall per SDRSD G-23.
19. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
20. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
21. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
22. Domestic and fire water services shall comply with the Sweetwater Authority (SWA) Standard Plans. It is the responsibility of the developer to submit plans to SWA for their review and approval.
23. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
24. All NEW dwellings are subject to a Transportation Development Impact Fee of \$2,405.00. This includes new homes, condos and apartments. Separate traffic signal plans will be required.
25. All electrical, telephone and similar distribution service wires for the new structure(s) shall be placed underground.
26. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost or five thousand dollars (\$5,000), whichever is greater, shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.

27. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
28. The owner shall enter into a Subdivision Improvement Agreement with the City. The agreement shall be executed by the owner and approved by the City prior to final map submittal.
29. The engineer of work shall provide a template showing the turning movement of autos entering and exiting the garages.
30. The review of the plans for storm water compliance shall be conducted by a third party consultant. A minimum deposit of \$1,500 is to be submitted to the Engineering Department for the payment to the consultant.
31. The final parcel map shall meet all of the requirements of the Subdivision Map Act, and the City of National City Municipal Codes including certification, acknowledgement, complete boundary information and monumentation.
32. The developer shall submit to the Fire Department a letter from Sweetwater Authority stating existing fire flow. If determined by the Fire Department that additional improvements are needed, the developer shall enter into an agreement for the water improvements with the Sweetwater Authority prior to obtaining the final map approval.
33. Separate water and sewer laterals shall be provided to each lot/parcel.
34. The developer shall bond for the monumentation, the public improvements and the on-site grading, drainage, landscaping, and other improvements through an agreement with the City prior to the approval of the final map.
35. SUSMP documentation must be submitted and approved.
36. All utility distribution facilities within the boundaries of the subdivision shall be placed underground.
37. The final map shall be recorded prior to issuance of any building permit.
38. All new property line survey monuments shall be set on private property, unless otherwise approved.
39. The parcel map/final map shall use the California Coordinate System for its "Basis of Bearings" and express all measured and calculated bearings in terms of the system. The angle of grid divergence from a true meridian, and the north point shall appear on the map. Two measured ties from the boundary of the property to existing horizontal control stations shall be shown.
40. The map shall provide for reciprocal access, utility and drainage easements.

Fire

41. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
42. Fire alarm and fire sprinkler shall be evaluated and installed for intended use per code.
43. Fire apparatus access roads shall comply with the requirements of this section (Section 5 CFC 2013) and shall extend to within 150 feet of **all** portions of the facility and **all** portions of the exterior walls of the first story of the building as measured by an **approved** route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.
44. The required width of emergency fire apparatus access roads shall not be **obstructed in any manner**, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas.
45. Parking shall not impact requirements of turn-around provision or roadway at any time if required.
46. Approved signs or other approved notices or markings (*Red Curb*) that include NO PARKING – FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designed shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. **All projects shall be evaluated for this necessary application.**
47. The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire rescue operations or where necessary to meet the public safety objectives of the jurisdiction.
48. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access. (CFC 2016 Edition - Section 503.1.2)
49. Grade of fire apparatus road shall be within the limits established (15% Grade) by the fire code official based on fire department's apparatus.

50. If entrance/exit gates are used, they shall be equipped with Knox Box and Emergency Strobes so as to provide emergency vehicle access and egress. A Knox Key Switch shall be required in conjunction with strobe for emergency access, and shall be placed at front of property. Please contact the National City Fire Department for exact field location.
51. Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.
52. Every building 4 stories or more shall be provided with not less than one standpipe for use during construction. Such standpipes shall be installed when the progress of construction is not more than 35 feet in height above the lowest level of fire department access. Such standpipes shall be provided with fire department hose connections at accessible locations adjacent to such useable stairs and the standpipe outlets shall be located adjacent to such useable stairs. Such standpipe systems shall be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring. On each floor there shall be provided a 2 ½ -inch valve outlet for fire department use.
53. Where the roof has a slope less than four units vertical in 12 unit's horizontal, a hose connection shall be located to serve the roof of at the highest landing of a stairway with stair access to the roof provided in accordance with the current code.
54. Fire hydrants that may be located throughout the project as not to have a separation distance greater than 300 feet. Fire hydrants to be located within 300 feet of all locations which are roadway accessible. (Measurement starts from nearest public fire hydrant to project)
55. The following items pertain to fire hydrants:
 - a) Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.
 - b) Fire hydrant to be of three outlet design
56. Provide calculation confirming flow availability to meet fire flow demands and supply large diameter hose (4 inch).
57. Fire hydrants to be marked by use of blue reflective marker in the roadway.
58. Upon submittal for an underground permit, the following shall be included:
 - Data sheet for Back-Flows
 - Data sheets for Private and Commercial Hydrants
 - Data sheets for Post Indicator Valves

Information on required fire hydrants back-flow devices, etc.; can be acquired from Sweetwater Authority. All pipe and their appliances, shall meet industry/code standards for underground use

59. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site.
60. Approved vehicle access for firefighting shall be provided to all construction and demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
61. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.
62. Should any plan corrections be required, contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation.

Planning

63. The developer of the project shall agree to, and the City shall ensure, the continued affordability of all lower and moderate-income units that qualified the applicant for the award of the density bonus for 55 years or a longer period of time if required by the construction or mortgage financing assistance program, or mortgage insurance program.
64. Plans submitted for construction shall comply with Land Use Code requirements and design guidelines related to bulk, façade and roof articulation, scale that is sensitive to surrounding uses, balconies and porches, adequate disposal facilities, minimum amount of laundry facilities, and adequate storage space.
65. Plans submitted for construction shall include a landscape and irrigation plan in compliance with Land Use Code Chapter 18.44 (Landscaping), including Section 18.44.190, related to water efficient landscape requirements. The landscaping required by this approval shall be maintained for the life of the project.
66. All site and project lighting shall in compliance with Municipal Code Title 18.46 (Outdoor lighting).





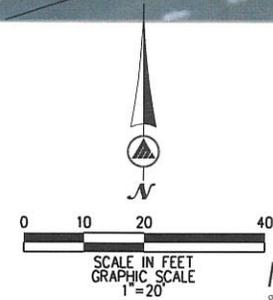
PHOTO-1



PHOTO-2



PHOTO-3



ATTACHMENT 5

**SITE PHOTOS
HABITAT FOR HUMANITY**

Planning ▲ Engineering ▲ Surveying
Solved.

200 E. Washington Ave., Suite 200
Escondido, CA 92025

O. 760.741.3570

F. 760.741.1786

www.masson-assoc.com



Sheet 1 of 2

DATE: Apr 02, 19 10:48am by: Lordin
FILE: \\B\18309\PROJ\Construct\Exhibits\18309 -Site-photos.dwg



PHOTO-4



PHOTO-7



PHOTO-5



PHOTO-8



PHOTO-6

SITE PHOTOS HABITAT FOR HUMANITY

Planning ▲ Engineering ▲ Surveying
Solved.

200 E. Washington Ave., Suite 200
Escondido, CA 92025

O. 760.741.3570

F. 760.741.1786

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Sheet 2 of 2

DATE: Apr 01, 19 1:07pm by: Luradin
FILE: I:\18\18309\PROD\Construct\Exhibits\18309 - Site-photos.dwg

SAN DIEGO HABITAT FOR HUMANITY SIX UNIT RESIDENTIAL DEVELOPMENT

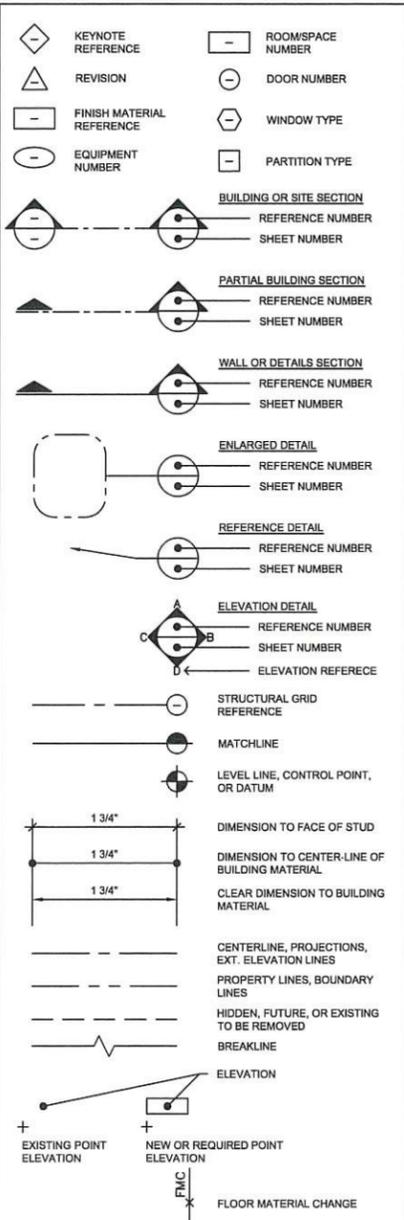
405 W 18TH STREET, NATIONAL CITY, CA



ABBREVIATIONS

A.B.	ANCHOR BOLT	N.I.C.	NOT IN CONTRACT
ABV	ABOVE	NO.	NUMBER
AC	AIR CONDITIONING	NOM.	NOMINAL
ACOUS.	ACOUSTICAL	N.T.S.	NOT TO SCALE
A.F.F.	ABOVE FINISH FLOOR	O.A.	OVERALL
ALUM.	ALUMINUM	O.C.	ON CENTER
APPROX.	APPROXIMATE	O.D.	OUTSIDE DIAMETER
ARCH.	ARCHITECTURAL	O.F.C.I.	OWNER FURNISHED CONTRACTOR INSTALLED
BD.	BOARD	O.F.D.	OVERFLOW DRAIN
BLDG.	BUILDING	OPNG.	OPENING
BLK.	BLOCK	OPP	OPPOSITE
BLKG.	BLOCKING	PARTN	PARTITION
BM.	BISM	PCP	PORTLAND CEMENT PLASTER
B.N.	BOUNDARY NAILING	PH	PANIC HARDWARE
BOT.	BOTTOM	P.L.	PROPERTY LINE
BET.	BETWEEN	PLAS.	PLASTIC
B.O.R.S.	BOTTOM OF REFLECTIVE SURFACE	PLYWD.	PLYWOOD
CATV	CABLE TELEVISION	P.O.C.	POINT OF CONNECTION
C.B.	CATCH BASIN	P.T.	PRESSURE TREATED
CEM.	CEMENT	Q.T.	QUARRY TILE
C.I.	CAST IRON	R.	RADIUS
C.J.	CEILING JOIST	R.D.	ROOF DRAIN
C.J.	CONTROL JOINT	REF.	REFERENCE
C.L.G.	CEILING JOIST	REINF.	REINFORCEMENT
C.M.U.	CONCRETE MASONRY UNIT	REQD.	REQUIRED
C/O	CLEAN OUT	R.O.	ROUGH OPENING
COL.	COLUMN	R.O.W.	RIGHT OF WAY
CONC.	CONCRETE	S.A.T.	SUSPENDED ACOUSTICAL TILE
CONT.	CONTINUOUS	S.C.	SOLID CORE
C.Y.	CUBIC YARD	SECT.	SECTION
C.T.	CERAMIC TILE	SHT.	SHEET
DB.	DOUBLE	SHTG.	SHEATHING
DET.	DETAIL	SIM.	SIMILAR
D.F.	DOUGLAS FIR	SPEC.	SPECIFICATION
DRINK.	DRINKING FOUNTAIN	SQ.	SQUARE
DIA.	DIAMETER	S.	SERVICE
DM.	DIMENSIONS	SK	SINK
DN.	DOWN	S.S.	STAINLESS STEEL
DR.	DOOR	STD.	STANDARD
DS.	DOWNSPOUT	STL	STEEL
DWG.	DRAWING	STOR.	STORAGE
EA.	EACH	STRUC.	STRUCTURAL
E.J.	EXPANSION JOINT	S.O.V.	SHUT OFF VALVE
ELEC.	ELECTRICAL	SVM.	SYMMETRICAL
ELEV.	ELEVATION	T.B.	TOP OF BEAM
E.P.	ELECTRICAL PANEL	T.C.	TOP OF CURB
E.Q.	EQUAL	TEL	TELEPHONE
EQPT.	EQUIPMENT	T&G	TONGUE AND GROOVE
E.W.	EACH WAY	THK	THICK
EXIST.	EXISTING	TKBD	TACKBOARD
EXT.	EXTERIOR	T.O.P.	TOP OF PARAPET
FDN	FOUNDATION	T.S.	TOP OF SHEATHING
F.D.	FLOOR DRAIN	T.O.S.	TOP OF STEEL
F.E.C.	FIRE EXTINGUISHER CABINET	T.O.W.	TOP OF WALL
F.F.	FINISH FLOOR	U.B.C.	UNIFORM BUILDING CODE
FIN.	FINISH	U.O.N.	UNLESS OTHERWISE NOTED
FIXT.	FIXTURE	VERT.	VERTICAL
FLR.	FLOOR	V.T.R.	VENT THROUGH ROOF
FLUOR.	FLUORESCENT	W.C.	WATER CLOSET
F.H.	FIRE HYDRANT	W.H.	WATER HEATER
F.O.M.	FACE OF MASONRY	W.R.	WATER RESISTANT
F.O.F.	FACE OF FINISH	W.O.	WHERE OCCURS
F.O.S.	FACE OF STUD	W.W.F.	WELDED WIRE FABRIC
F.O.C.S.	FACE OF CONCRETE SLAB		
F.S.	FLOOR SINK		
FTG.	FOOTING		
FURR.	FURRING		
FUT.	FUTURE		
GA.	GAUGE		
GALV.	GALVANIZED		
G.C.	GENERAL CONTRACTOR		
G.I.	GALVANIZED IRON		
G.L.B.	GLUE-LAM BEAM		
GL.	GLASS		
GR.	GRADE		
GYP.	GYPNUM		
G.W.B.	GYPNUM WALL BOARD		
H.B.	HOSE BIB		
HDR.	HEADER		
HDW.	HARDWARE		
HT.	HEIGHT		
H.M.	HOLLOW METAL		
HOR.	HORIZONTAL		
H.P.	HIGH POINT		
HTG.	HEATING		
HWD.	HARDWOOD		
HVAC	HEATING, VENTILATION & AIR CONDITIONING		
I.D.	INSIDE DIAMETER		
I.E.	INVERT ELEVATION		
INSUL.	INSULATION		
INT.JT.	INTERIOR JOINT		
JST.	JOIST		
LAM.	LAMINATED		
LAV.	LAVATORY		
M.B.	MACHINE BOLT		
MECH.	MECHANICAL		
MTL.	METAL		
MFR.	MANUFACTURER		
M.H.	MAN HOLE		

SYMBOL LEGEND



APPLICABLE CODES

1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH:

1.1 2016 CALIFORNIA BUILDING CODE
1.2 CALIFORNIA CODE REGULATIONS:
TITLE 8, INDUSTRIAL CODES
TITLE 19, PUBLIC SAFETY
TITLE 21, PUBLIC WORKS
TITLE 24, BUILDING STANDARDS

1.3 AMERICANS WITH DISABILITIES ACT

2. ALL BARRIER FREE ITEMS SHALL COMPLY W/ TITLE 21 AND 24 OF THE CALIFORNIA CODE OF REGULATIONS, 2016

3. ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THESE CODES AND ALL APPLICABLE LOCAL ORDINANCES. WHERE CONTRACT DOCUMENTS EXCEED WITHOUT VIOLATING CODE AND REGULATIONS REQUIREMENTS, CONTRACT DOCUMENTS TAKE PRECEDENCE. WHERE CODES CONFLICT, THE MORE STRINGENT SHALL APPLY.

4. PROTECTION DURING WELDING: CONFORM TO TITLE 8, C.C.R. FURTHER PROTECT OCCUPANTS AND THE GENERAL PUBLIC WITH PORTABLE SOLID VISION BARRICADES AROUND LOCATION WHERE WELDING IS BEING PERFORMED. PROVIDE SIGNS WARNING AGAINST LOOKING AT WELDING W/OUT PROPER EYE PROTECTION OR EQUIVALENT.

5. DURING THE ENTIRE CONSTRUCTION PERIOD, IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN CONDITIONS AT THE PROJECT SITE TO MEET THE REQUIREMENTS OF CALIFORNIA OCCUPATIONAL REGULATIONS.

6. (2012 INTERNATIONAL FIRE CODE AND 2013 CALIFORNIA AMENDMENTS)

7. OTHER APPLICABLE CODES AND STANDARDS:
2016 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
2016 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R.
(2012 INTERNATIONAL BUILDING CODE VOLUMES 1-2 AND 2013 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.
(2011 NATIONAL ELECTRICAL CODE AND 2013 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.
(2012 UNIFORM MECHANICAL CODE AND 2013 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.
(2012 UNIFORM PLUMBING CODE AND 2013 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 C.C.R.
OR 2008 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 C.C.R.
2016 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 C.C.R.
(2012 INTERNATIONAL FIRE CODE AND 2013 CALIFORNIA AMENDMENTS)
2016 GREEN CALIFORNIA BUILDING STANDARDS, CALGREEN CODE, TITLE 24 C.C.R.
2016 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R.
TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS
2007 SAFETY CODE FOR ELEVATORS AND ESCALATORS (ASTM A17.1/CSA B44-2007)(WITH A17.1A/CSA B44-08 ADDENDA)
NFPA 13 AUTOMATIC SPRINKLER SYSTEMS, 2013 EDITION
NFPA 14 STANDPIPE SYSTEMS (CA AMENDED), 2013 EDITION
NFPA 17 DRY CHEMICAL EXTINGUISHING SYSTEMS, 2013 EDITIONS
NFPA 17A WET CHEMICAL SYSTEMS, 2013 EDITION
NFPA 20 STATIONARY PUMPS, 2013 EDITION
NFPA 22 WATER TANKS, 2013 EDITION
NFPA 24 PRIVATE FIRE MAINS (CA AMENDED), 2013 EDITION
NFPA 72 NATIONAL FIRE ALARM CODE (CAL. AMENDED), 2013 EDITION
(NOTE SEE UL STANDARD 1971 FOR VISUAL DEVICES)
NFPA 80 FIRE DOOR AND OTHER OPENING PROTECTIVES, 2013 EDITION
NFPA 253 CRITICAL RADIANT FLUX OF FLOOR COVERING SYSTEMS, 2006 EDITION
NFPA 2001 CLEAN AGENT FIRE EXTINGUISHING SYSTEMS, 2012 EDITION
REFERENCE CODE SECTION FOR NFPA STANDARDS - 2016 CBC (SFM) CH. 35

DEFERRED APPROVALS

2016 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R.
TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS
2007 SAFETY CODE FOR ELEVATORS AND ESCALATORS (ASTM A17.1/CSA B44-2007)(WITH A17.1A/CSA B44-08 ADDENDA)
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REFERENCE CODE SECTION FOR NFPA STANDARDS - 2016 CBC (SFM) CH. 35

PROJECT TEAM

ARCHITECT:
DAVY ARCHITECTURE
1053 TENTH AVENUE
SAN DIEGO CA 92101
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(619) 238-3811 EXT 22
MLEHMAN@DAVYARCHITECTURE.COM

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SAN DIEGO, CA 92111
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14288 DANIELSON ST. SUITE 200
POWAY, CA 92084
CONTACT: BENJAMIN J. SEIBEL, P.E.
(658)679-8888 EXT 33
BS@HTKSE.COM

UTILITIES:
CONTACT: EVAN LIKES
EVAN@ENGINEERINGPARTNERS.COM

PROJECT DATA

PROJECT NAME: NATIONAL CITY RESIDENTIAL DEVELOPMENT
PARCEL NO: 559-085-0800
PROJECT ADDRESS: 405 W 18TH STREET, NATIONAL CITY, 91950
PROPERTY OWNER: SAN DIEGO HABITAT FOR HUMANITY
8128 MERCURY COURT
SAN DIEGO CA 92111
PHONE: (619) 283-4663 EXT 141

ZONE: MCR-1
TYPE OF CONSTRUCTION: RESIDENTIAL TOWNHOUSE
YEAR OF CONSTRUCTION: 2012
OCCUPANCY: R
APPLICABLE CODES: CALIFORNIA RESIDENTIAL CODE

NUMBER OF STORIES: 2 STORIES
2ND FLOOR R-OCCUPANCY (844 SF)
GROUND FLOOR R-OCCUPANCY (677 SF)
TOTAL R-OCCUPANCY (1,421 SF)

PARKING: 1 GARAGE PER TOWNHOUSE (206SF)

TOTAL BUILDABLE AREA:
2ND FLOOR R-OCCUPANCY (5,064 SF)
GROUND FLOOR R-OCCUPANCY (3,482 SF)
TOTAL R-OCCUPANCY (8,526 SF)

PROJECT SCOPE: THE PERMIT IS FOR A NEW 6 SINGLE FAMILY DETACHED HOMES ON A VACANT PARCEL. AN ACCESSIBLE 1-CAR GARAGE IS PROVIDED FOR EACH UNIT. SEE CIVIL PLAN FOR SITE IMPROVEMENTS AND DRAINAGE.

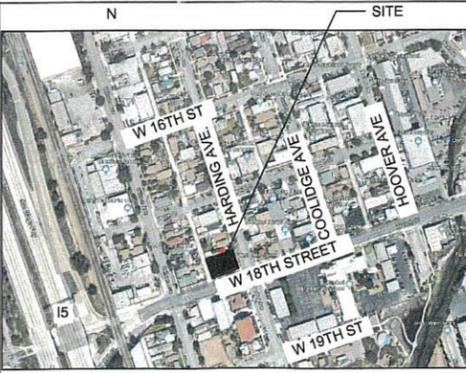
SHEET INDEX

ARCHITECTURE	
G-1	TITLE SHEET
A-1	SITE PLAN
A-201	OVERALL FLOOR PLAN FIRST FLOOR
A-202	OVERALL SECOND AND THIRD FLOOR PLAN
A-301	ELEVATIONS
CIVIL	
C-1	TITLE SHEET, NOTES, AND EXISTING CONDITIONS PLAN
C-2	PRELIMINARY GRADING, DRAINAGE, IMPROVEMENTS AND UTILITY PLAN
LANDSCAPING	
T	TITLE SHEET
L-CP	CONCEPTUAL LANDSCAPE

KEY MAP

SEE LANDSCAPE SHEET 'T'

VICINITY MAP



HABITAT FOR HUMANITY
RESIDENTIAL DEVELOPMENT
 405 W 18TH STREET NATIONAL CITY, CALIFORNIA
 91950

No.	Description	Date

TITLE SHEET

Project number	1841
Date	04/24/2019
Drawn by	RA
Checked by	TM, RA
G - 1	
Scale	

EXHIBIT: A
CASE FILE NO.: 2019-095
DATE: 4/24/19

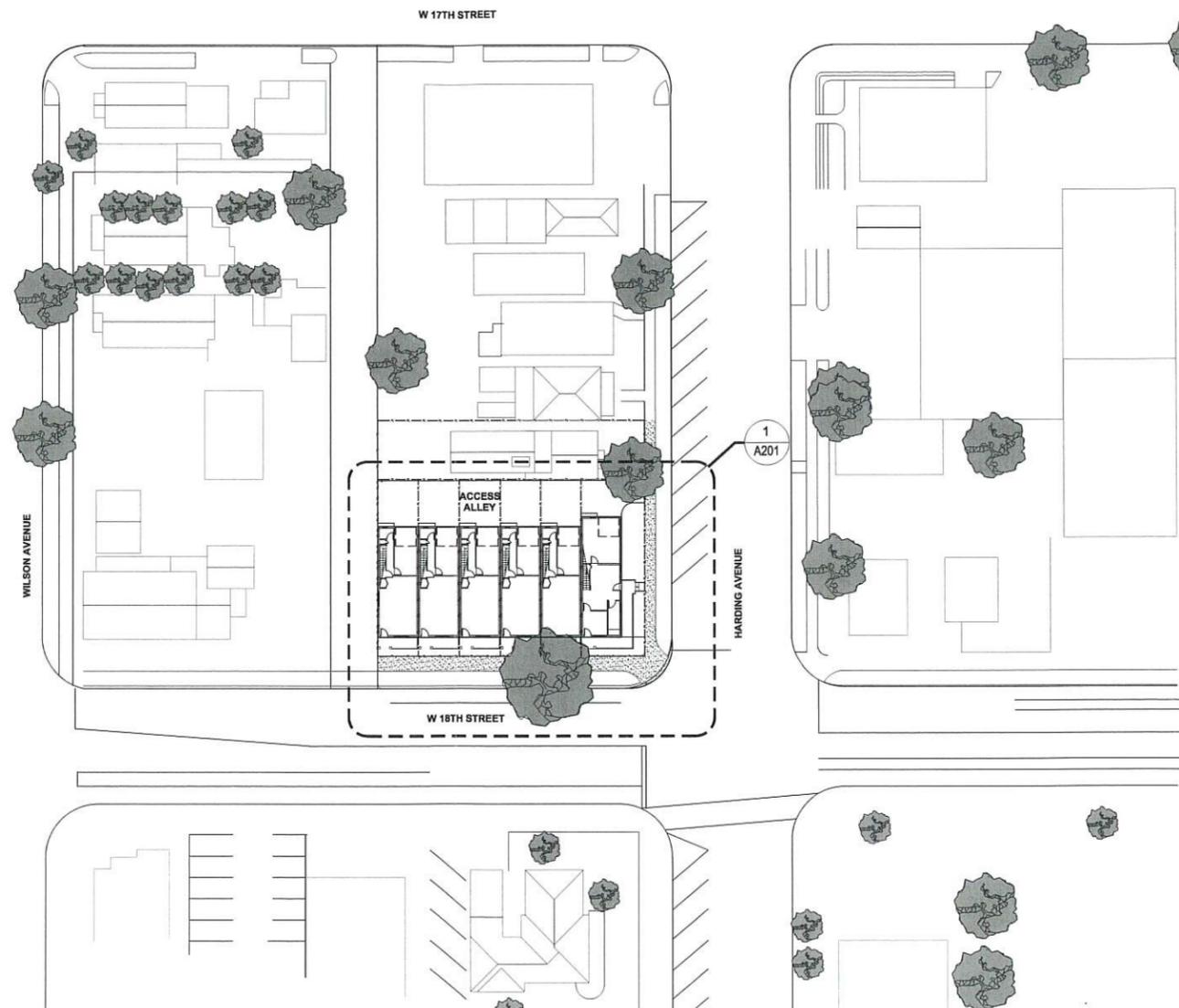
ATTACHMENT 5

DATE:03-27-2019
ISSUE SET:

DAVY

ARCHITECTURE

1033 TENTH AVENUE
SAN DIEGO, CA 92101
PHONE: 619.238.3811
FAX: 619.238.0442
WWW.DAVYARCHITECTURE.COM



1 SITE PLAN



SCALE: 1/32" = 1'-0"

GENERAL NOTES

- 2 HOUR RATED WALLS
- [Dashed Box] ENLARGED PLAN

HABITAT FOR HUMANITY
RESIDENTIAL DEVELOPMENT
405 W 18TH STREET NATIONAL CITY, CALIFORNIA
91950

No.	Description	Date

SITE PLAN

Project number	1841
Date	04/24/ 2019
Drawn by	RA
Checked by	TM, RA

A - 1

Scale

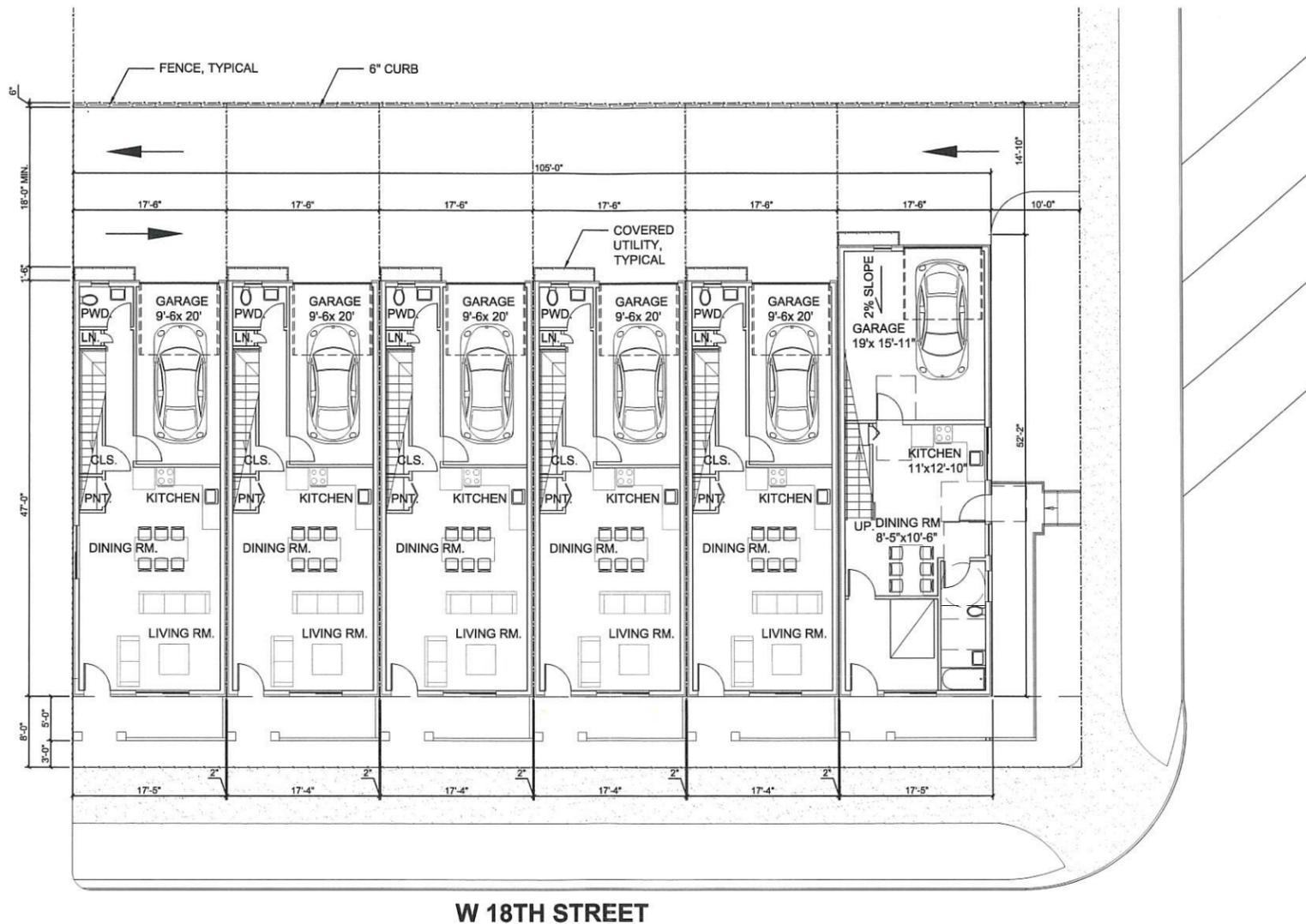
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ISSUE SET:

DAVY

ARCHITECTURE

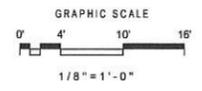
1053 TENTH AVENUE
SAN DIEGO, CA 92101
PHONE: 619.238.3811
FAX: 619.238.0442
WWW.DAVYARCHITECTURE.COM



HARDING AVENUE

W 18TH STREET

1 OVERALL FIRST FLOOR PLAN



SCALE: 1/8" = 1'-0"

GENERAL NOTES

- 2 HOUR RATED WALLS
- ENLARGED UNIT

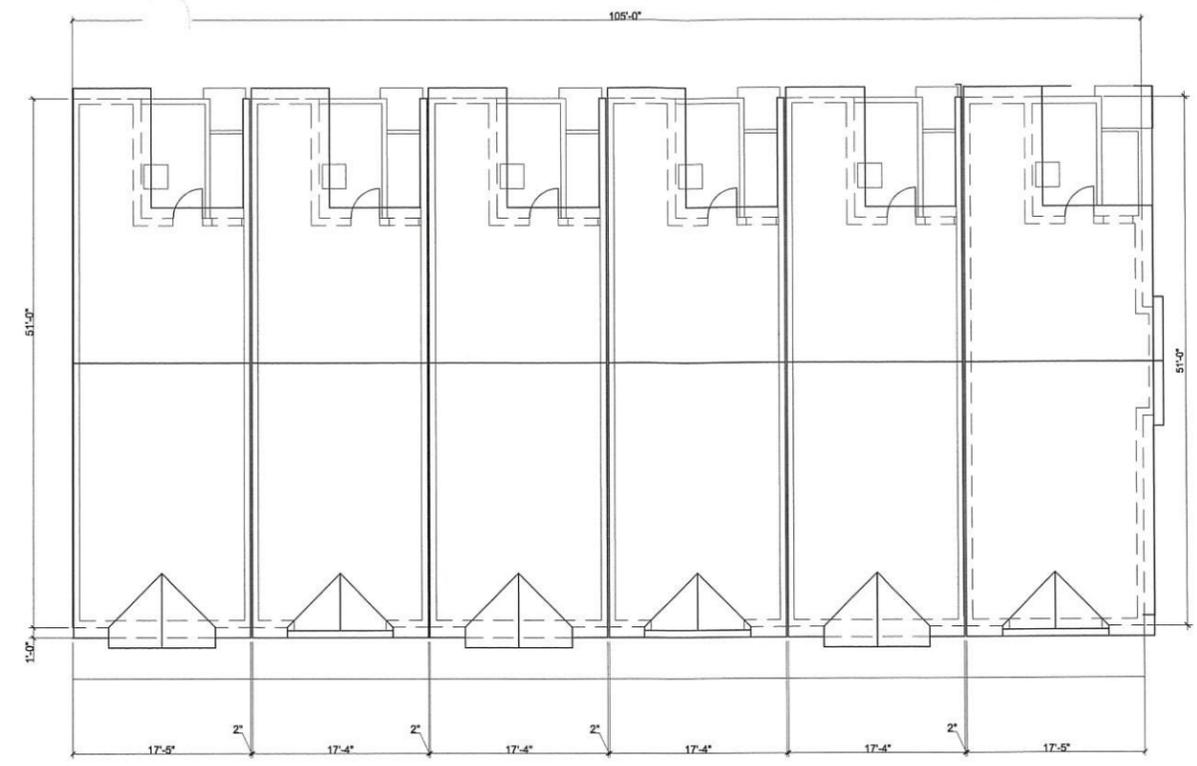
HABITAT FOR HUMANITY
RESIDENTIAL DEVELOPMENT
 405 W 18TH STREET NATIONAL CITY, CALIFORNIA
 91950

No.	Description	Date

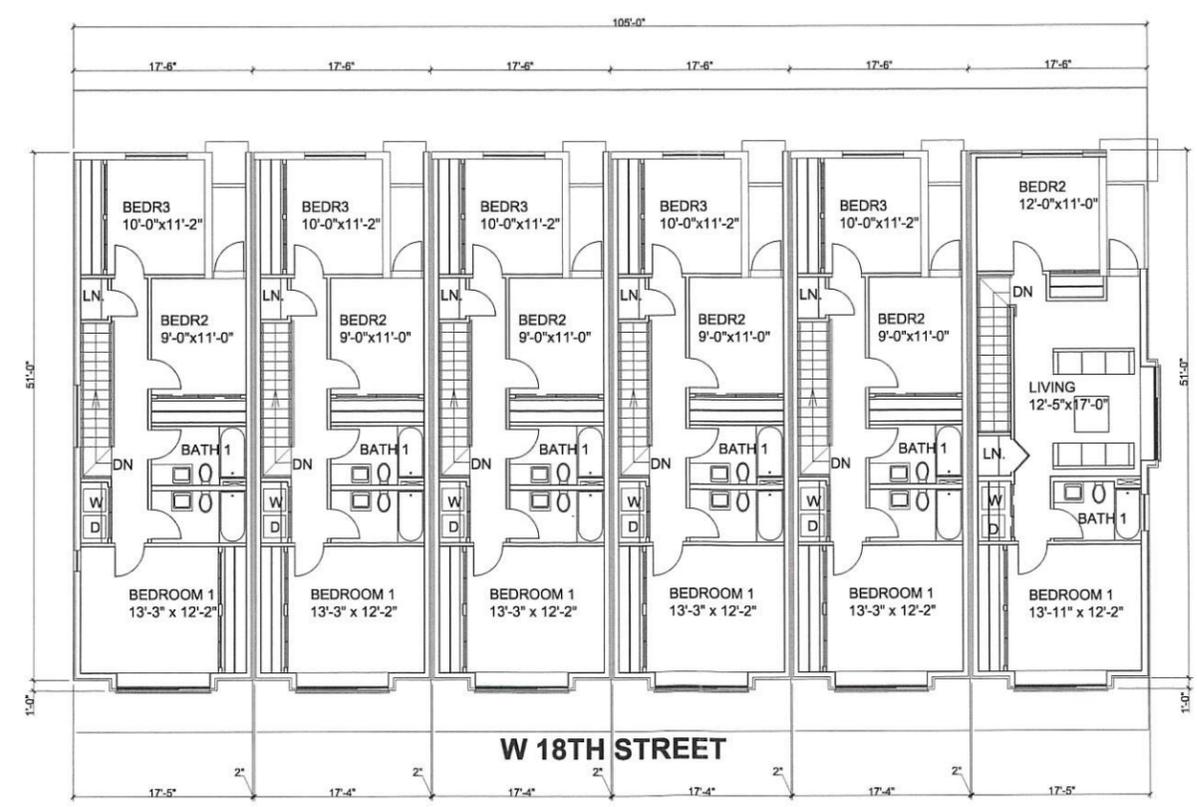
OVERALL FIRST FLOOR PLAN	
Project number	1841
Date	04/24/ 2019
Drawn by	RA
Checked by	TM, RA
A - 201	
Scale	

DATE:03-27-2019

ISSUE SET:



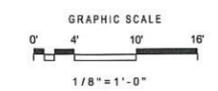
2 OVERALL ROOF FLOOR PLAN
SCALE: 1/8" = 1'-0"



1 OVERALL SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

GENERAL NOTES

- 2 HOUR RATED WALLS
- ⊞ ENLARGED UNIT PLAN



HABITAT FOR HUMANITY
RESIDENTIAL DEVELOPMENT
405 W 18TH STREET NATIONAL CITY, CALIFORNIA
91950

No.	Description	Date

SECOND AND THIRD FLOOR PLAN

Project number	1841
Date	04/24/ 2019
Drawn by	RA
Checked by	TM, RA

A - 202

Scale

DATE: 03-27-2019

ISSUE SET:

DAVY

ARCHITECTURE

1053 TENTH AVENUE
SAN DIEGO, CA 92101
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FAX: 619.238.0442
WWW.DAVYARCHITECTURE.COM



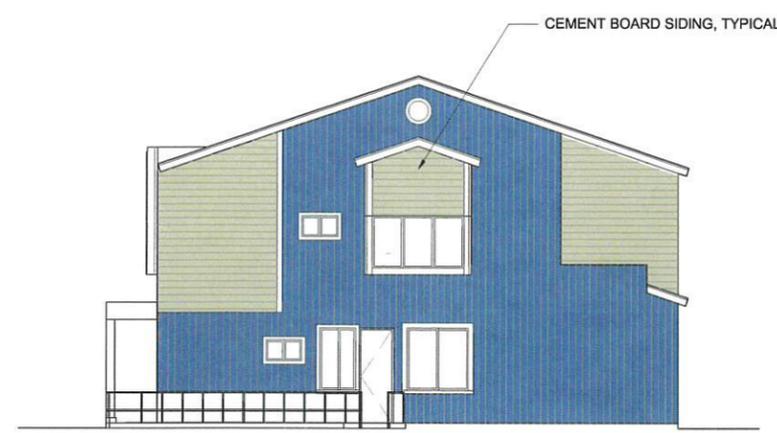
**HABITAT FOR HUMANITY
RESIDENTIAL DEVELOPMENT**
405 W 18TH STREET NATIONAL CITY, CALIFORNIA
91950

DATE:03-27-2019

ISSUE SET:

No.	Description	Date

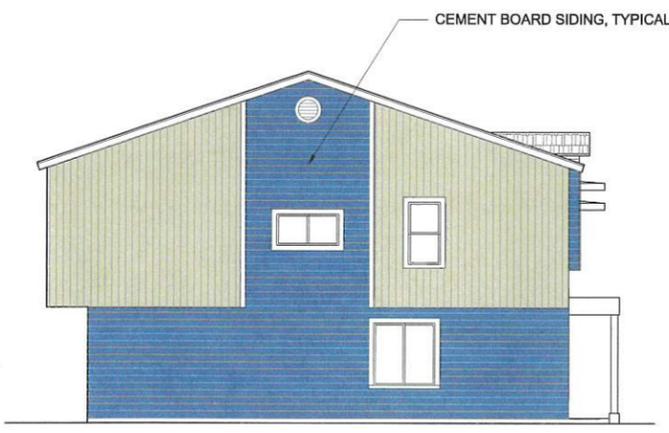
ELEVATIONS	
Project number	1841
Date	04/24/ 2019
Drawn by	RA
Checked by	TM, RA
A - 301	
Scale	



4 EAST ELEVATION
SCALE: 1/8" = 1'-0"



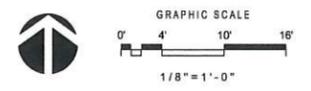
2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



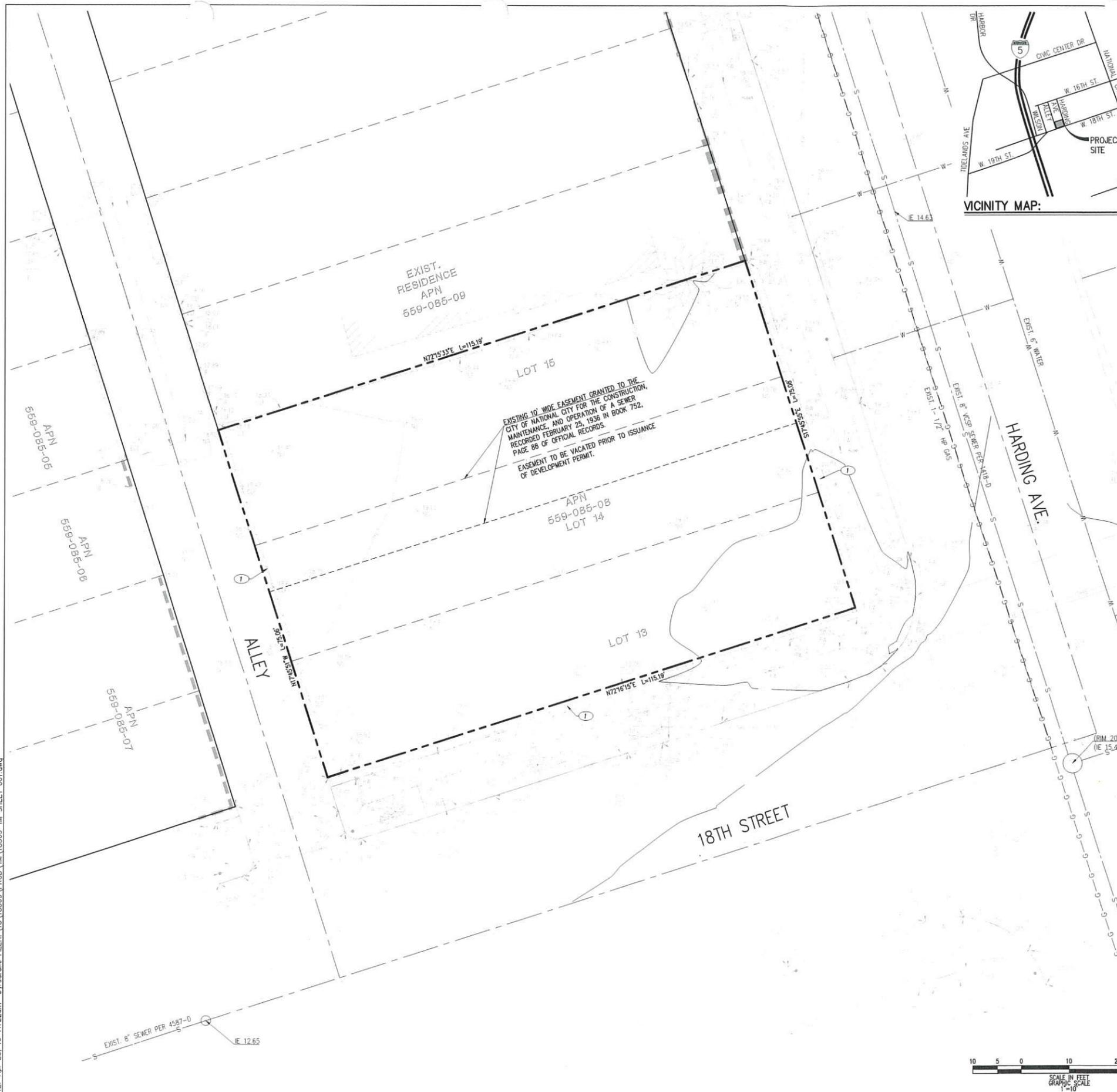
3 WEST ELEVATION
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



DATE: Apr 23, 19 11:22am by:sdraoke FILE: \\1818309\PROD\TM\18309 TM SHEET 001.dwg



- EXISTING CONDITIONS LEGEND:**
- PROJECT BOUNDARY
 - EXISTING LOT LINES
 - EXISTING EASEMENT
 - EXISTING CONTOURS
 - EXISTING FENCE
 - EXISTING CURB AND GTR
 - EXISTING CURB
 - EXISTING CONCRETE SIDEWALK
 - EXISTING TREE
 - EXISTING SEWER S
 - EXISTING WATER W
 - EXISTING GAS GAS
 - EXISTING OHE OHE

- DEMOLITION NOTES:**
- (1) REMOVE EXISTING FENCE
- LEGEND**
- PROJECT BOUNDARY
 - EXISTING LOT LINE
 - EXISTING EASEMENT
 - PROPOSED LOT LINE
 - EXISTING CONTOURS
 - PROPOSED CONTOURS 20
 - PERCENT OF GRADE 1%
 - TOP OF CURB ELEVATION 20.0 TC
 - FINISH SERVICE ELEVATION (20.0 FS)
 - PROPOSED SEWER SERVICE S (S)
 - PROPOSED WATER SERVICE W (W)
 - PROPOSED WATER MAIN W
 - PROPOSED SEWER MAIN S
 - PROPOSED SEWER MAN HOLE S
 - PROPOSED SEWER CLEAN OUT S
 - PROPOSED 6" CURB & GUTTER
 - PROPOSED 6" CURB
 - PROPOSED DEEPEEN FOOTING
 - PROPOSED AC DRIVEWAY
 - PROPOSED LANDSCAPING
 - PROPOSED CONCRETE WALKWAYS
 - EXISTING SEWER S
 - EXISTING WATER W
 - EXISTING GAS GAS

SHEET INDEX:

SHEET NO.	DESCRIPTION
C-1	TITLE SHEET, NOTES, AND EXISTING CONDITIONS PLAN
C-2	PRELIMINARY GRADING, DRAINAGE, IMPROVEMENTS AND UTILITY PLAN

ADDRESS:
405-419 W. 18TH STREET, NATIONAL CITY, CA
APN
559-085-08

LEGAL DESCRIPTION:
LOTS 13, 14 AND 15 IN BLOCK 146 OF NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 2, 1882.

BASIS OF BEARINGS:
RECORD FROM: CITY OF NATIONAL CITY DWG. # 4544-D
ELEVATION: 66.03 DATUM: NAVD29(1)

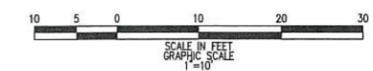
TOPOGRAPHY:
TOPOGRAPHY PREPARED BY: MASSON AND ASSOCIATES
FIELD WORK COMPLETED ON 01-15-2019

EARTHWORK & AREA OF DISTURBANCE

RAW QUANTITIES	DISTURBED AREA = 10,340 S.F.
CUT~ 170 C.Y.	IMPERVIOUS AREA = 9,290
FILL~ 0 C.Y.	PERVIOUS AREA = 1,050 S.F.
EXPORT~ 170 C.Y.	

ENGINEER:
MASSON & ASSOCIATES, INC.
200 EAST WASHINGTON AVE., STE. 200
ESCONDIDO, CA 92025
(760) 741-3570

SEAN DRAKE C79243
OWNER:
SAN DIEGO HABITAT FOR HUMANITY
ROXANN JAMES
8128 MERCURY COURT
SAN DIEGO, CA 92111
(619)-283-4663



DAVY
ARCHITECTURE
1053 TENTH AVENUE
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Escondido, CA 92025
O. 760.741.3570
F. 760.741.1786
www.masson-assoc.com

REGISTERED PROFESSIONAL ENGINEER
SEAN DRAKE
CIVIL
STATE OF CALIFORNIA
PLANS ARE PRELIMINARY UNTIL SIGNED BY ENGINEER OF RECORD

NOT FOR CONSTRUCTION

**HABITAT FOR HUMANITY
RESIDENTIAL DEVELOPMENT**
405 W 18TH STREET NATIONAL CITY, CALIFORNIA
91950

No.	Description	Date

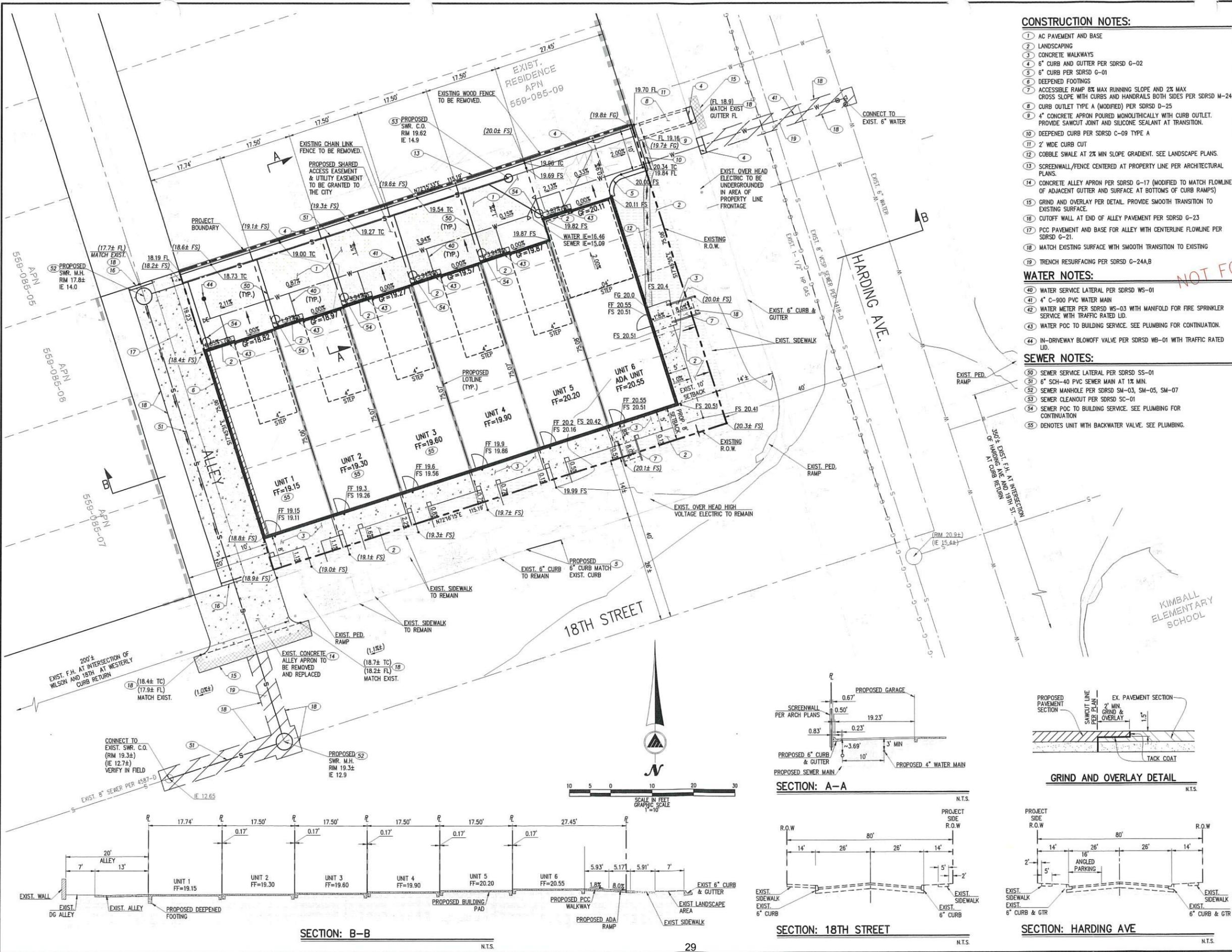
TITLE SHEET, NOTES, AND EXISTING CONDITIONS PLAN

Project number	MAI JN: 18309
Date	04/24/2019
Drawn by	LM, RT
Checked by	SD

C-1
Scale: 1" = 10'

DATE: 04-24-2019
ISSUE SET:

DATE: Apr 23, 19 11:27am by: sdr@dc FILE: I:\18\18309\PROJ\TIA\18309.TM SHEET_002.dwg



CONSTRUCTION NOTES:

- 1 AC PAVEMENT AND BASE
- 2 LANDSCAPING
- 3 CONCRETE WALKWAYS
- 4 6" CURB AND GUTTER PER SDRS G-02
- 5 6" CURB PER SDRS G-01
- 6 DEEPEENED FOOTINGS
- 7 ACCESSIBLE RAMP 8% MAX RUNNING SLOPE AND 2% MAX CROSS SLOPE WITH CURBS AND HANDRAILS BOTH SIDES PER SDRS M-24
- 8 CURB OUTLET TYPE A (MODIFIED) PER SDRS D-25
- 9 4" CONCRETE APRON POURED MONOLITHICALLY WITH CURB OUTLET. PROVIDE SAWCUT JOINT AND SILICONE SEALANT AT TRANSITION.
- 10 DEEPEENED CURB PER SDRS C-09 TYPE A
- 11 2' WIDE CURB CUT
- 12 COBBLE SWALE AT 2% MIN SLOPE GRADIENT. SEE LANDSCAPE PLANS.
- 13 SCREENWALL/FENCE CENTERED AT PROPERTY LINE PER ARCHITECTURAL PLANS.
- 14 CONCRETE ALLEY APRON PER SDRS G-17 (MODIFIED TO MATCH FLOWLINE OF ADJACENT GUTTER AND SURFACE AT BOTTOMS OF CURB RAMPS)
- 15 GRIND AND OVERLAY PER DETAIL. PROVIDE SMOOTH TRANSITION TO EXISTING SURFACE.
- 16 CUTOFF WALL AT END OF ALLEY PAVEMENT PER SDRS G-23
- 17 PCC PAVEMENT AND BASE FOR ALLEY WITH CENTERLINE FLOWLINE PER SDRS G-21.
- 18 MATCH EXISTING SURFACE WITH SMOOTH TRANSITION TO EXISTING
- 19 TRENCH RESURFACING PER SDRS G-24A,B

WATER NOTES:

- 40 WATER SERVICE LATERAL PER SDRS WS-01
- 41 4" C-900 PVC WATER MAIN
- 42 WATER METER PER SDRS WS-03 WITH MANIFOLD FOR FIRE SPRINKLER SERVICE WITH TRAFFIC RATED LID.
- 43 WATER POC TO BUILDING SERVICE. SEE PLUMBING FOR CONTINUATION.
- 44 IN-DRIVEWAY BLOWOFF VALVE PER SDRS WB-01 WITH TRAFFIC RATED LID.

SEWER NOTES:

- 50 SEWER SERVICE LATERAL PER SDRS SS-01
- 51 6" SCH-40 PVC SEWER MAIN AT 1% MIN.
- 52 SEWER MANHOLE PER SDRS SM-03, SM-05, SM-07
- 53 SEWER CLEANOUT PER SDRS SC-01
- 54 SEWER POC TO BUILDING SERVICE. SEE PLUMBING FOR CONTINUATION
- 55 DENOTES UNIT WITH BACKWATER VALVE. SEE PLUMBING.

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PLANS ARE PRELIMINARY UNTIL SIGNED BY ENGINEER OF RECORD

CIVIL ENGINEER
STATE OF CALIFORNIA

NOT FOR CONSTRUCTION

HABITAT FOR HUMANITY
RESIDENTIAL DEVELOPMENT

405 W 18TH STREET NATIONAL CITY, CALIFORNIA
91950

No.	Description	Date

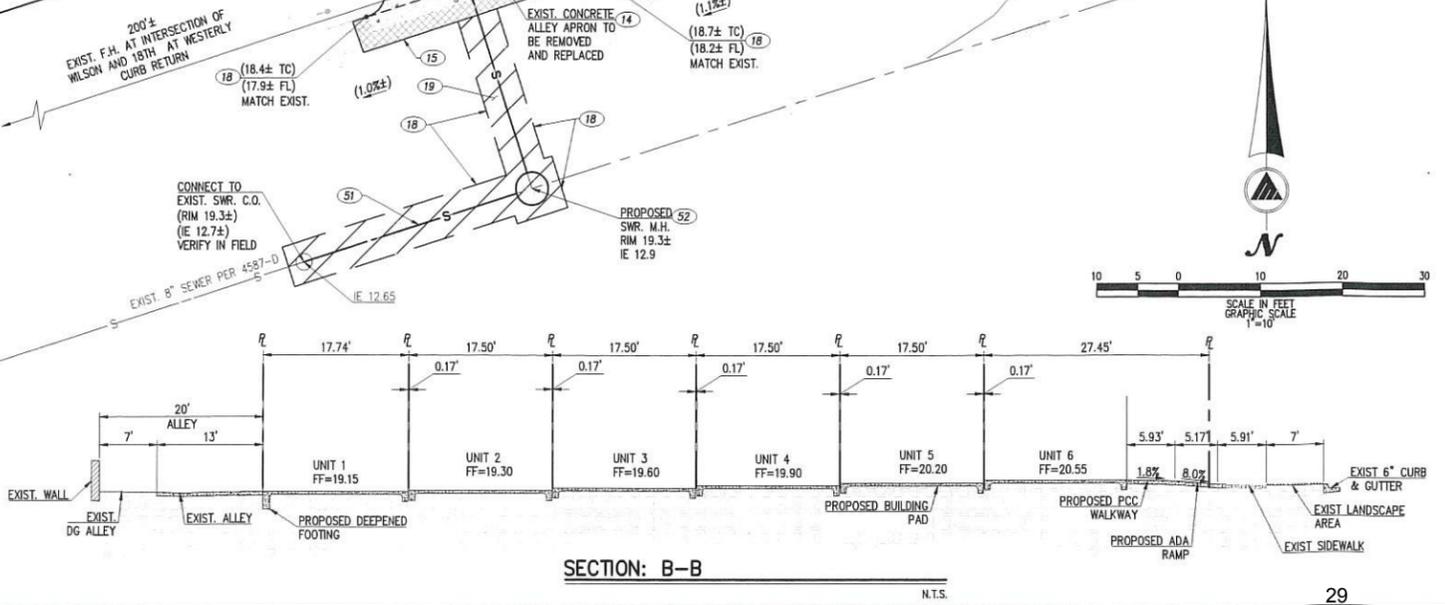
PRELIMINARY GRADING, DRAINAGE, IMPROVEMENTS AND UTILITY PLAN

Project number: MAI JN: 18309
Date: 04/24/2019
Drawn by: LM, RT
Checked by: SD

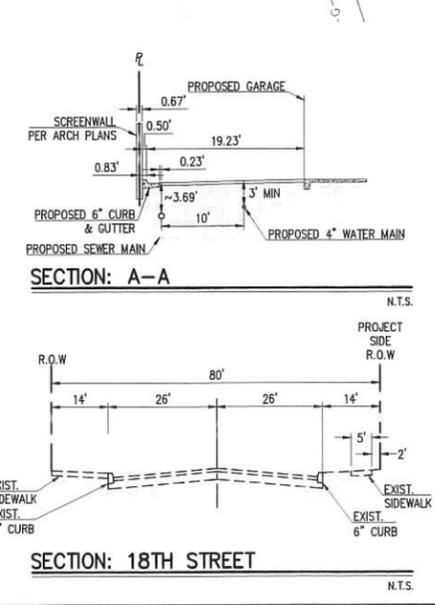
C-2

Scale: 1" = 10'

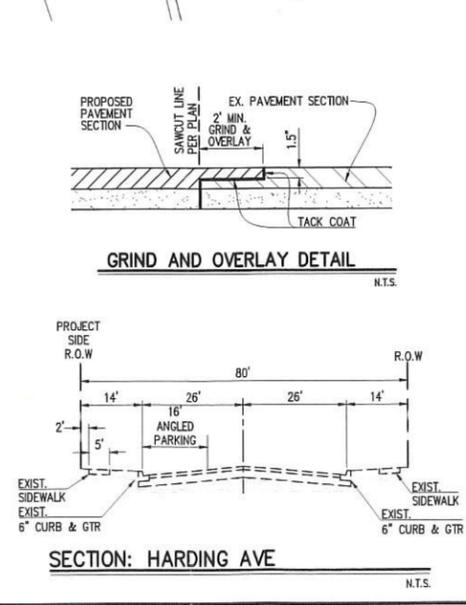
DATE: 04-24-2019
ISSUE SET:



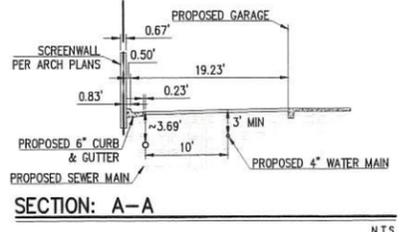
SECTION: B-B



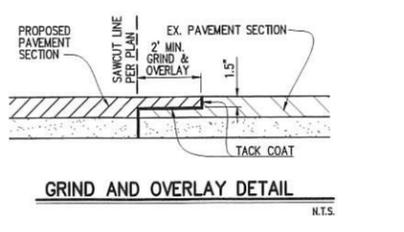
SECTION: 18TH STREET



SECTION: HARDING AVE

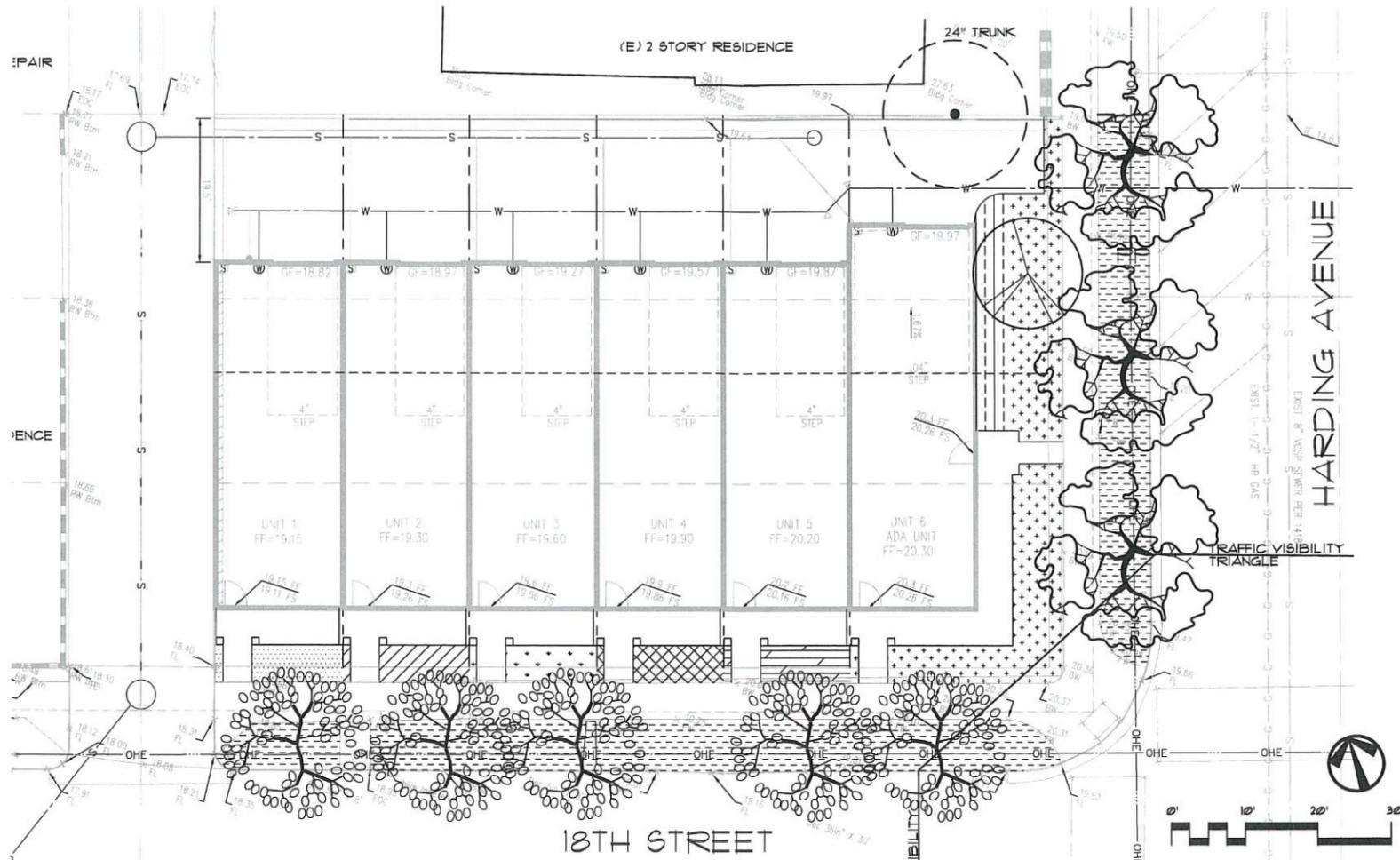


SECTION: A-A



GRIND AND OVERLAY DETAIL

ALL IDEAS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF ERIC DAVY ARCHITECTS, APC AND WERE CREATED, EVOLVED AND DEVELOPED FOR THE USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY, OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF ERIC DAVY ARCHITECTS APC. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB, AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.



PLANT LEGEND

SYMBOL	Kc	BOTANICAL NAME COMMON NAME	SIZE	SPACING	REMARKS	SYMBOL	Kc	BOTANICAL NAME COMMON NAME	SIZE	SPACING	REMARKS
TREES											
		(E) TREE TO BE REMOVED AND REPLACED WITH NEW IN NEW LOCATION.									
	5	ARBUTUS UNEDO STRAWBERRY TREE	36" BOX	REFER TO PLAN							
	5	BAUHINIA BLAKEANA HONG KONG ORCHID	36" BOX	REFER TO PLAN	STANDARD						
	5	PYRUS CAL. 'CAPITAL' CAPITAL FLOWERING PEAR	36" BOX	REFER TO PLAN	STANDARD						
		ALL TREES LOCATED WITHIN 10' OF ANY UTILITY, LIGHT STANDARD, OR HARDSCAPE TO RECEIVE A LINEAR ROOT BARRIER									
SHRUBS											
	3	ABELIA KALEIDOSCOPE KALEIDOSCOPE ABELIA	5 GAL.	3 1/2' O.C.	3						
	5	BREYNIA DIS. 'ROSEO PICTA' SNOW BUSH	5 GAL.	3' O.C.	3						
	5	COPROSMA REP. 'TAUPATA GOLD' GOLD SPLASH MIRROR PLANT	5 GAL.	6' O.C.	5						
	5	CRINUM PROCEBUM VAR. SPLENDENS QUEEN EMMA'S PURPLE CRINUM	5 GAL.	6' O.C.	4						
SHRUBS CONT											
	3	DIANELLA CAER CASSA BLUE BLUE FLAX LILY	5 GAL.	2' O.C.	2						
	3	DUDLEYA BRITTONII CIANT CHALK DUDLEYA	5 GAL.	2' O.C.	1						
	3	ECHEVERIA AFTERGLOW AFTERGLOW ECHEVERIA	5 GAL.	2' O.C.	2						
	3	LEUCADENDRON GLAPINII 'SILVER CONE' SILVER CONE GALPINS CONEBUSH	5 GAL.	6' O.C.	8						
	5	MAHONIA AQUIFOLIUM 'COMPACTA' COMPACT OREGON GRAPE	5 GAL.	4' O.C.	3						
	3	PENNISETUM SEC. 'FIREWORKS' FIREWORKS FOUNTAIN GRASS	5 GAL.	4' O.C.	4						
	3	PHLOMIS FRUTICOSA JERUSALEM SAGE	5 GAL.	4' O.C.	4						
	3	SALVIA MICROPHYLLA 'HOT LIPS' HOT LIPS SAGE	5 GAL.	3' O.C.	3						
	5	VIBURNUM DAVIDII DAVID VIBURNUM	15 GAL.	4' O.C.	3'						
MISCELLANEOUS											
		ALL PLANTER AREAS TO RECEIVE A 3" THICK LAYER OF MEDIUM GRIND ORGANIC WOOD CHIPS. CONTRACTOR TO SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL.									
		CONCRETE MOWCURB									

KDA
LANDSCAPE ARCHITECTS
325 7th Avenue, Unit 214
San Diego, CA 92101-7176
619.840.5174
Kathryn J. Kanan
CA P.L.A. 4394 ASLA
President
kathryn@kda-landscapearchitects.com

CLIENT:
HABITAT FOR HUMANITY
8128 MERCURY COURT
SAN DIEGO, CA 92111
619.283.4663 X141

PROJECT:
HABITAT FOR HUMANITY
6 UNIT RESIDENTIAL DEVELOPMENT
405 W. 18TH STREET, NATIONAL CITY, CA 91950
CONCEPTUAL LANDSCAPE PLAN

REVISIONS	DATE	BY



SHEET TITLE
CONCEPTUAL LANDSCAPE

DESIGNED	KJK
DRAWN	KJK
CHECKED	
DATE	04/12/13
SCALE	1" = 10' - 0"
JOB NO.	13002

SHEET
L-CP
OF 04 SHEETS
PLOT DATE: 04/12/13

PROJECT SCOPE OF WORK:

THIS PROJECT PROPOSES A RESIDENTIAL USE DEVELOPMENT CONDOMINIUM TOWN-HOME UNITS WITH ATTACHED GARAGE LOCATED AT THE SOUTHWEST CORNER OF 18TH STREET AND HARDING AVE. THE PROJECT SITE CURRENTLY CONSISTS OF 3 UNDEVELOPED LOTS.

PROPOSED IMPROVEMENTS INCLUDE THE FOLLOWING:

- HALF OF EXISTING 20' DRIVEWAY TO BE PAVED WITH PCC WITH 3" VALLEY GUTTER FOR DRAINAGE.
- PRIVATE WATER AND FIRE SERVICES WILL BE TAKEN FROM THE EXISTING PUBLIC WATER MAIN IN HARDING AVE.
- A PRIVATE COMMON SEWER LATERAL WILL BE CONNECTED TO THE PUBLIC SEWER MAIN IN 18TH ST. EACH OF THE UNITS WILL ACCESS THE COMMON PRIVATE SEWER LATERAL WITHIN THE BACK SHARED ALLEY.
- THE EXISTING 10' EASEMENT IN THE MIDDLE OF LOT 14 IS TO BE VACATED PRIOR TO ISSUANCE OF DEVELOPMENT PERMIT.
- THE PROJECT PROPOSES A "TYPE A" CURB OUTLET ON THE NORTHEAST EDGE OF THE SITE.
- THE PROJECT PROPOSES TO REPLACE THE DETERIORATED SIDEWALK AND INSUFFICIENT CURB ALONG THE PROJECT FRONTAGE AT 18TH STREET. THIS PUBLIC IMPROVEMENT SHALL NOT BE COUNTED AGAINST THE PROJECT'S IMPERVIOUS AREA CALCULATIONS.
- THE PROJECT IS A STANDARD DEVELOPMENT PROJECT AND AS SUCH, IS NOT SUBJECT TO POST-CONSTRUCTION STORM WATER MITIGATION BEST MANAGEMENT PRACTICES (ONLY SITE DESIGN AND SOURCE CONTROL).

LEGAL DESCRIPTION/ASSESSOR'S: PARCEL NUMBER

LOTS 13, 14 AND 15 IN BLOCK 146 OF NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 2, 1982.

APN: 559-085-08

BASIS OF BEARINGS:

RECORD FROM: CITY OF NATIONAL CITY DWG. # 4544-D
ELEVATION: 66.03 DATUM: NGVD25(0)

TOPOGRAPHY SOURCE:

TOPOGRAPHY PREPARED BY: MASSON AND ASSOCIATES FIELD WORK COMPLETED ON 01-15-2019

PARKING:

REQUIRED PARKING SPACES: 2 BEDROOM UNITS: 1 SPACE/UNIT: 6 X 1 = 6
PROVIDED PARKING SPACES: ONE-CAR GARAGE: 6

OCCUPANCY:

OCCUPANCY CLASSIFICATION: MCR-1/ MULTI-USE COMMERCIAL-RESIDENTIAL

ZONING:

EXISTING ZONING: MCR-1

GENERAL NOTES:

1. TOTAL NUMBER OF PROPOSED LOTS = 6 LOTS
2. GROSS AREA = 0.20 AC
3. ALL RESIDENTIAL STRUCTURES SHOWN ARE 2 STORIES.
4. REFUSE AND RECYCLING MATERIAL STORAGE AREAS ARE PROVIDED FOR WITHIN THE GARAGE OF EACH UNIT (SEE ARCHITECT'S PLANS FOR LOCATIONS).
5. BUILDING ADDRESS NUMBERS SHALL BE VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY PER PHPS POLICY P-00-6 (UFC 301.4.4).
6. UTILITIES SHALL BE UNDERGROUND AND EASEMENTS PROVIDED AS NEEDED.
7. UTILITY LOCATIONS SHOWN ARE PRELIMINARY AND MAY BE MODIFIED DURING FINAL DESIGN.
8. GRADING SHALL BE IN CONFORMANCE WITH CITY OF NATIONAL CITY ORDINANCE.
9. FLAT PADS SHOWN WILL BE GRADED TO DRAIN AT 1.0% MINIMUM.
10. PROPOSED PRIVATE DRIVEWAYS SHALL BE IN CONFORMANCE WITH CITY OF NATIONAL CITY PRIVATE STREET STANDARDS.
11. DWELLINGS SHALL HAVE AUTOMATIC FIRE SPRINKLERS PER NEPA 130.
12. PUBLIC SIDEWALKS AND RAMPS SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.
13. EXIST. LOTS: 3
14. PROPOSED LOTS: 6
15. NAD 27 COORDINATES INDEX:
16. NAD 83 COORDINATES INDEX:
17. OVERHEAD ELECTRICAL UTILITIES REMAIN PROTECTED IN PLACE.

CONSTRUCTION NOTES:

1. AC PAVEMENT AND BASE
2. LANDSCAPING
3. CONCRETE WALKWAYS
4. 6" CURB AND GUTTER PER SORSO G-02 AND G-11 WHERE REPLACING EXIST CURB
5. 6" CURB PER SORSO G-01
6. DEEPENED FOOTINGS
7. ACCESSIBLE RAMP 6% MAX RUNNING SLOPE AND 2% MAX CROSS SLOPE WITH CURBS AND HANDRAILS BOTH SIDES PER SORSO M-24
8. CURB OUTLET TYPE A (MODIFIED) PER SORSO D-25
9. 4" CONCRETE APRON POURED MONOLITHICALLY WITH CURB OUTLET. PROVIDE SAWCUT JOINT AND SILICONE SEALANT AT TRANSITION.
10. DEEPENED CURB PER SORSO G-09 TYPE A
11. 2" WIDE CURB CUT
12. 1.5" WIDE GRASS SHALE AT 2% MIN SLOPE GRADIENT. SEE LANDSCAPE PLANS.
13. SCREENWALL/FENCE CENTERED AT PROPERTY LINE PER ARCHITECTURAL PLANS.
14. CONCRETE ALLEY APRON PER SORSO G-17 (MODIFIED TO MATCH FLOWLINE OF ADJACENT GUTTER AND SURFACE AT BOTH SIDES OF CURB RAMPS)
15. GRIND AND OVERLAY PER DETAIL. PROVIDE SMOOTH TRANSITION TO EXISTING SURFACE.
16. CUTOFF WALL AT END OF ALLEY PAVEMENT PER SORSO G-23
17. PCC PAVEMENT AND BASE FOR ALLEY WITH CENTERLINE FLOWLINE PER SORSO G-21.
18. MATCH EXISTING SURFACE WITH SMOOTH TRANSITION TO EXISTING
19. TRENCH RESURFACING PER SORSO G-24A,B
20. REMOVE AND REPLACE EXIST CURB RAMP PER SORSO G-31 AND G-11
21. REMOVE AND REPLACE EXIST SIDEWALK CONCRETE PER SORSO G-07 AND G-11

WATER NOTES:

40. WATER SERVICE LATERAL PER SWA 3
41. 4" x 800 PWC WATER MAIN
42. WATER METER PER SWA 4-A & 25 WITH MANIFOLD FOR FIRE SPRINKLER SERVICE WITH TRAFFIC RATED LID.
43. WATER POC TO BUILDING SERVICE. SEE PLUMBING FOR CONTINUATION.
44. BLOWOFF VALVE PER SWA 9 WITH TRAFFIC RATED LID.
45. BACKFLOW PROTECTION ASSEMBLY PER SWA 15-A

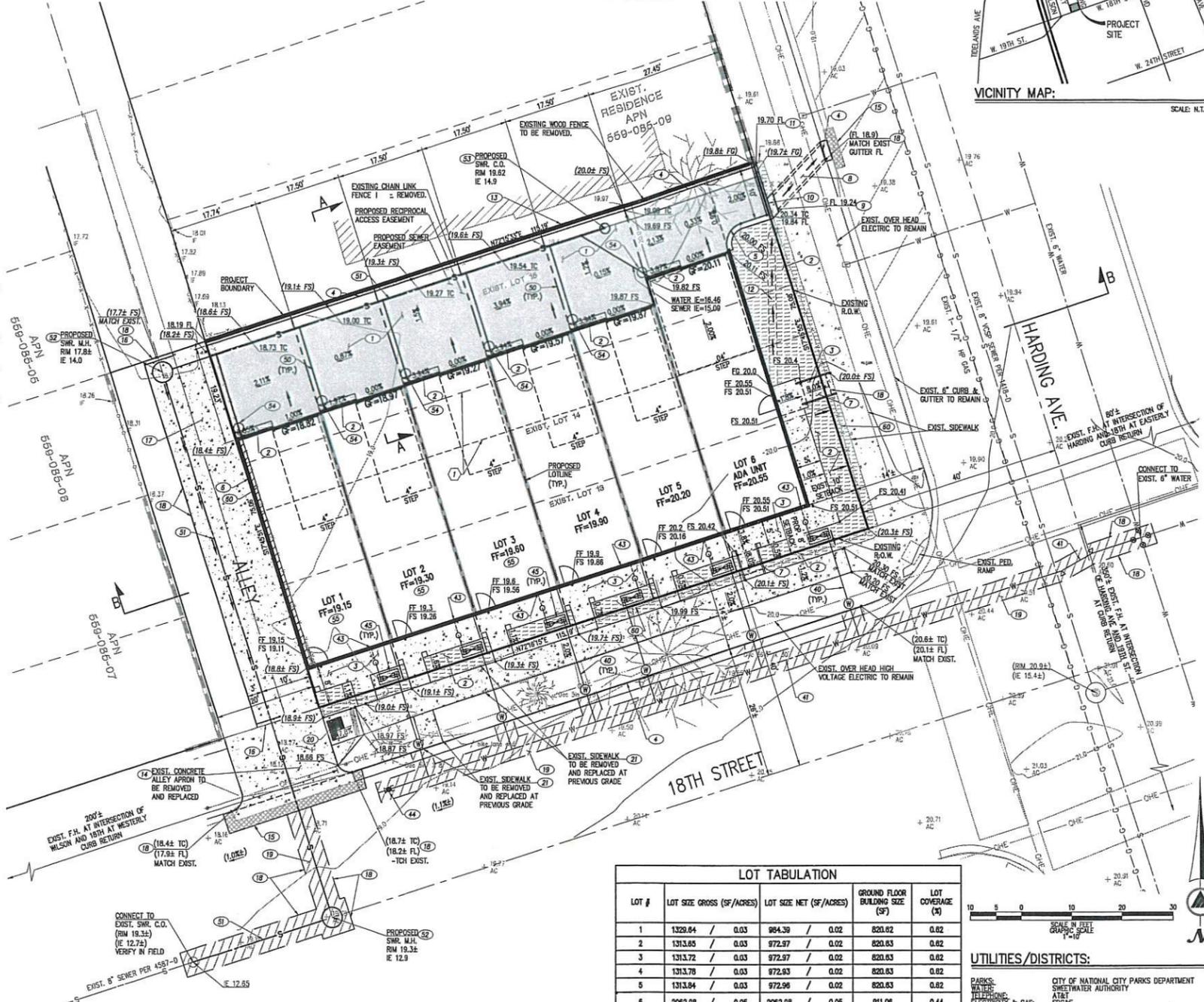
SEWER NOTES:

50. SEWER SERVICE LATERAL PER SORSO SS-01
51. 8" SCH-40 PVC SEWER MAIN AT 1% MIN.
52. SEWER MANHOLE PER SORSO SM-03, SM-05, SM-07
53. SEWER CLEANOUT PER SORSO SC-01
54. SEWER POC TO BUILDING SERVICE. SEE PLUMBING FOR CONTINUATION.
55. DENOTES UNIT WITH BACKWATER VALVE. SEE PLUMBING.

DEMOLITION NOTES:

60. REMOVE EXISTING FENCE

TENTATIVE PARCEL MAP/PRELIMINARY GRADING PLAN FOR: "SAN DIEGO HABITAT FOR HUMANITY NATIONAL CITY PROJECT" NW CORNER OF WEST 18TH STREET AND HARDING AVENUE



LOT TABULATION

LOT #	LOT SIZE (GROSS SF/ACRES)	LOT SIZE NET (SF/ACRES)	GROUND FLOOR BUILDING SIZE (SF)	LOT COVERAGE (%)
1	1329.84 / 0.03	964.39 / 0.02	820.82	0.62
2	1313.85 / 0.03	972.97 / 0.02	820.83	0.62
3	1313.72 / 0.03	972.97 / 0.02	820.83	0.62
4	1313.78 / 0.03	972.83 / 0.02	820.83	0.62
5	1313.84 / 0.03	972.96 / 0.02	820.83	0.62
6	2062.88 / 0.05	2062.88 / 0.05	911.06	0.44
TOTALS	8847.81 / 0.20	6539.21 / 0.16	5014.18	

UTILITIES/DISTRICTS:

CITY OF NATIONAL CITY PARKS DEPARTMENT
SWEETWATER AUTHORITY
AT&T
CABLE TV
SCHOOL

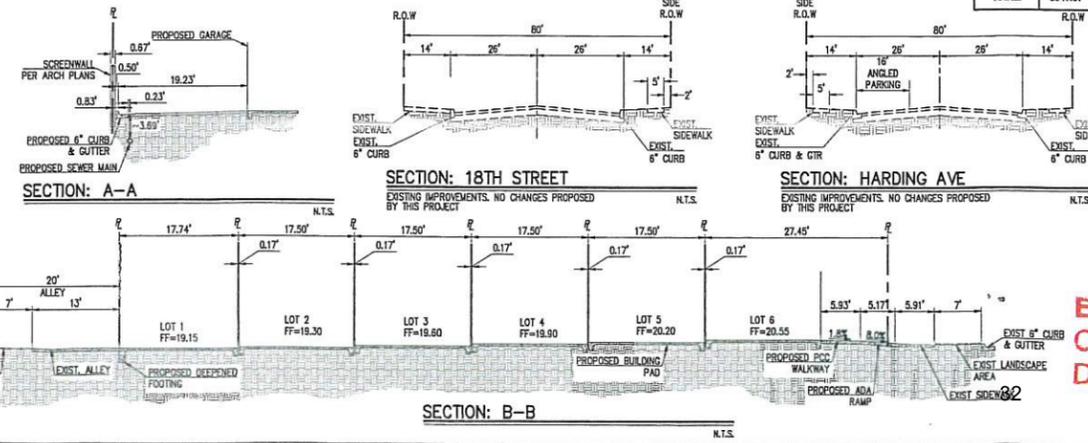
PROJECT TEAM:

CIVIL ENGINEER:
MASSON & ASSOCIATES, INC.
200 EAST WASHINGTON AVE., STE. 200
ESCONDIDO, CA 92025
(760) 741-1570

ARCHITECT:
DANNY ARCHITECTURE
1063 TENTH AVE.
SAN DIEGO, CA 92101
CONTACT: TAYLA MILLER
(619)283-2611 X21

LANDSCAPE ARCHITECT:
KDA LANDSCAPE ARCHITECTS
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SAN DIEGO, CA 92101
(619) 840-5174
CONTACT: KATHRYN J. KANAAN, CA PLA 4394

OWNER:
SAN DIEGO HABITAT FOR HUMANITY
RODAN JAMES
8129 MEMORIAL COURT
SAN DIEGO, CA 92111
(619)283-4663



WORK TO BE DONE:

THE STANDARDS CONSIST OF THE FOLLOWING: 1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2018 EDITION. 2. CITY OF SAN DIEGO STANDARD SPECIFICATIONS OR PUBLIC WORKS CONSTRUCTION (WHITEBOOK), 2018 EDITION. 3. CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2014 EDITION. 4. CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S. CUSTOMARY STANDARD PLANS, 2018 EDITION. 5. 2018 CALIFORNIA PLUMBING CODE.

STANDARD DRAWINGS:

1. CITY OF SAN DIEGO OR PUBLIC WORKS CONSTRUCTION, 2018 EDITION
2. CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S. CUSTOMARY STANDARD PLANS, 2018 EDITION

EXISTING CONDITIONS LEGEND: IMPROVEMENT

STANDARD DWG. NO.	SYMBOL
PROJECT BOUNDARY	---
EXISTING LOT LINES	---
EXISTING EASEMENT	---
EXISTING CONTOURS	---
EXISTING FENCE	---
EXISTING CURB & GUTTER	---
EXISTING CURB	---
EXISTING CONCRETE SIDEWALK	---
EXISTING TREE	---
EXISTING SEWER	---
EXISTING WATER	---
EXISTING GAS	---
EXISTING CHE	---

LEGEND - PROPOSED IMPROVEMENTS:

PROJECT BOUNDARY	---
EXISTING LOT LINE	---
EXISTING EASEMENT	---
PROPOSED LOT LINE	---
EXISTING CONTOURS	---
PROPOSED CONTOURS	---
PERCENT OF GRADE	---
TOP OF CURB ELEVATION	---
FINISH SERVICE ELEVATION	---
PROPOSED SEWER SERVICE	---
PROPOSED WATER MAIN	---
PROPOSED SEWER MAIN	---
PROPOSED SEWER MAN HOLE	---
PROPOSED SEWER CLEAN OUT	---
PROPOSED 6" CURB & GUTTER	---
PROPOSED 6" CURB	---
PROPOSED DEEPENED FOOTING	---
PROPOSED AC DRIVEWAY	---
PROPOSED LANDSCAPING	---
PROPOSED CONCRETE AREAS	---
EXISTING SEWER	---
EXISTING WATER	---
EXISTING GAS	---

ABBREVIATIONS:

AB	AGGREGATE BASE	IE	INVERT ELEVATION
AC	ASPHALT CONCRETE	IP	LOW POINT
APN	ASSESSOR'S PARCEL NUMBER	MSE	MECHANICALLY STABILIZED EARTH
BC	BEGINNING CURVE	NIS	NOT TO SCALE
CCP	CAST IN PLACE	OC	ON CENTER
CL	CENTERLINE	PCC	PORTLAND CEMENT CONCRETE
CL	CLASS	PCC	POINT OF CURB RETURN
CMP	CORRUGATED METAL PIPE	PVC	POLYVINYL CHLORIDE
CG	CUBIC YARD	RCP	REINFORCED CONCRETE PIPE
CG	DECOMPOSED GRANITE	R/W	RIGHT OF WAY
CG	DIAMETER	STA	STATION
CG	DEEP	STD	STANDARD
CG	END OF CURVE	TB	TOP OF BERM
CG	EDGE OF GUTTER	TG	TOP OF GRATE
CG	EASEMENT	TF	TOP OF CURB
CG	EXISTING	TF	TOP OF FOOTING
CG	FINISH FLOOR	TS	TOP OF STORM DRAIN
CG	FINISH GROUND	TS	TOP OF SEWER
CG	FLOWLINE	TSW	TOP OF WALL
CG	FINISH SURFACE	TYP	TYPICAL
CG	HDPPE		
CG	HIGH POINT		

VARIANCES & INCENTIVES REQUESTED:

1. 8 FOOT FRONT SETBACK
2. 9'-8" INTERIOR GARAGE WIDTH
3. AFFORDABLE UNIT PARKING AT 1 SPACE/STALL PER UNIT FOR A TOTAL OF SIX (6) PARKING SPACES/STALLS

SHEET INDEX:

SHEET NO. DESCRIPTION
C-1 TITLE SHEET, NOTES, AND EXISTING CONDITIONS PLAN
PRELIMINARY GRADING, DRAINAGE, IMPROVEMENTS AND UTILITY PLAN

ADDRESS:

405-419 W. 18TH STREET, NATIONAL CITY, CA

EARTHWORK & AREA OF DISTURBANCE

RAW QUANTITIES DISTURBED AREA = 5,035 S.F.
CUT = 170 C.Y. IMPERVIOUS AREA = 7,985 S.F.
FILL = 0 C.Y. PERVIOUS AREA = 1,050 S.F.
EXPORT = 170 C.Y. *INCLUDES ONLY PRIVATE PROPERTY (DISTURBED)/CONSTRUCTED AREAS

REFERENCE DRAWINGS

DWG. NO'S: 481-L, 482-L, 1418-D, 2321-D, 4583-D, 4587-D, 5383-D

EXISTING EASEMENT INFORMATION:

1. EXISTING EXISTING 10' WIDE EASEMENT GRANTED TO THE CITY OF NATIONAL CITY FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF A SEWER RECEIVING TRENCH, 1936 IN BOOK 752, PAGE 88 OF OFFICIAL RECORDS.

EASEMENT TO BE VACATED PRIOR TO ISSUANCE OF DEVELOPMENT PERMIT.

Prepared By: **MASSON & ASSOCIATES, INC.**

Address: 200 E. WASHINGTON AVE., SUITE 200
ESCONDIDO, CA 92025
Phone #: (760)741-1570

Project Address: 405 W. 18TH STREET
NATIONAL CITY, CA 91550

Project Name: SAN DIEGO HABITAT FOR HUMANITY
NATIONAL CITY PROJECT

Sheet Title: TENTATIVE SUBDIVISION, PRELIMINARY GRADING, DRAINAGE, AND UTILITY PLAN

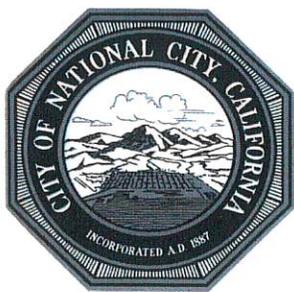
Original Date: 4/23/2019

Sheet 1 of 1

P.T.S. NO.
I.O. NO.

EXHIBIT: B
CASE FILE NO.: 2019-095
DATE: 6/10/19





CITY OF NATIONAL CITY

Office of the City Clerk

1243 National City Blvd., National City, California 91950
619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, August 20, 2019**, in the City Council Chambers, 1243 National City Blvd., National City, CA., to consider:

TENTATIVE SUBDIVISION MAP FOR THE SUBDIVISION OF ONE LOT INTO SIX LOTS AT PROPERTY, LOCATED ON THE NORTHWEST CORNER OF WEST 18TH STREET AND HARDING AVENUE

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

The Planning Commission conducted a public hearing at their meeting of August 5, 2019 and voted to recommend approval of the Tentative Subdivision Map modification by a vote of six to one.

August 6, 2019

Michael R. Dalla, CMC
City Clerk

ATTACHMENT 7



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF EXEMPTION

TO: Assessor/Record/County Clerk
Attn: Fish and Wildlife Notices
1600 Pacific Highway, Suite 260
San Diego, CA 92101
MS: A-33

Project Title: 2018-08 S

Project Location: Northwest corner of West 18th Street and Harding Avenue, National City, CA 91950 (APN: 559-085-08)

Lead Agency: City of National City

Contact Person: Martin Reeder **Telephone Number:** (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:

Tentative Subdivision Map for six new parcels each with a new single-family residence.

Applicant:
San Diego Habitat for Humanity
c/o: Roxann Janes
8128 Mercury Court
San Diego, CA 92111

Telephone Number:
(619) 283-4663 x 141

Exempt Status:

Categorical Exemption. Class 32 Section 15332 (In-Fill Development Projects)

Reasons why project is exempt:

There is no possibility that the proposed use will have a significant impact on the environment because the property was previously developed with four single-family homes and surrounded by existing residential development. The land use and zoning designations, and an affordable housing density bonus for which the project qualifies, allow for the density requested, which was analyzed as part of the environmental document associated with the most recent land use update. There is no natural habitat in the area or bodies of water present on-site.

Date:

MARTIN REEDER, AICP
Principal Planner

RESOLUTION NO. 2019-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF NATIONAL CITY
APPROVING A TENTATIVE SUBDIVISION MAP FOR
THE SUBDIVISION OF ONE PARCEL INTO SIX LOTS
LOCATED AT THE PROPERTY LOCATED ON THE NORTHWEST CORNER
OF WEST 18TH STREET AND HARDING AVENUE
CASE FILE NO. 2019-08 S
APN: 559-085-08**

WHEREAS, application was made for approval of a Tentative Subdivision Map for the subdivision of one parcel into six lots at the property, located on the northwest corner of West 18th Street and Harding Avenue and generally described as:

Lots 13, 14 and 15 in block 146 of National City, in the City of National City, County of San Diego, state of California, according to map thereof No. 348, filed in the Office of the County Recorder of San Diego County, October 2, 1882.

WHEREAS, the City Council of the City of National City, California, considered said applications at a duly advertised public hearing held on August 20, 2019; and,

WHEREAS, at said public hearing the City Council considered the staff report provided for Case File No. 2019-08 S, which is maintained by the City and incorporated herein by reference; along with any other evidence presented at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare; and,

WHEREAS, on August 5, 2019, the Planning Commission conducted a Public Hearing on this item resulting in a recommendation of six to one in favor of approving the Tentative Subdivision Map.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City, California, that the evidence presented to the City Council at the public hearing held on August 20, 2019, support the following findings:

FINDINGS FOR APPROVAL
OF THE TENTATIVE SUBDIVISION MAP

1. That the proposed map is consistent with the National City General Plan and applicable specific plans because the project provides additional home ownership opportunities, consistent with the General Plan, Westside Specific Plan, and Housing Element.
2. That the site is physically suitable for the proposed type of development because the site is vacant, generally flat in nature, and located on a corner with alley access, therefore suitable to locate six new single-family homes on level pads with all necessary improvements.
3. That the site is physically suitable for the proposed density of development because, as a qualifying affordable housing development, the project is in compliance with all required density regulations of the Westside Specific Plan.
4. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because there is no natural habitat in the area or bodies of water present on-site. In addition, the property is surrounded by urban development and is currently developed with a residential use.
5. That the design of the subdivision and the proposed/required improvements are not likely to cause serious public health problems because the property is currently vacant and surrounded by existing residential developments. In addition, as a qualifying affordable housing project, the land use and zoning designations allow for the density requested, which was analyzed as part of the environmental document associated with the most recent land use update.
6. That the design of the subdivision and the proposed/required improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision because no such easements exist or would be affected by the proposed development.
7. That the discharge of sewerage waste from the subdivision into the City of National City sewer system will not result in violation of existing requirements prescribed by the California Regional Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code, as specified by Government Code Section

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66474.6, because the project is required to install and/or upgrade to current requirements for sewage disposal by the Conditions of Approval of this permit.

8. That the subdivision has been considered by the Planning Commission with regard to its effect on the housing needs of the region, and these needs are balanced by the public service needs of the residents and available fiscal and environmental resources, because the project will provide six new homeownership opportunities, which is consistent with and encouraged by the City's Housing Element.
9. That the design of the subdivision provides, to the extent feasible, for future passive and natural heating and cooling opportunities in the subdivision, based on consideration of local climate, topography, property configuration and other design and improvement requirements without requiring reduction in allowable density or lot coverage, because the existing property is vacant and the site is surrounded by existing residential development. All new construction proposed in the future will be in compliance with the California Building Code, which takes such factors in to consideration.
10. That the proposed project has been reviewed in compliance with CEQA because staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 32 Section 15332 (In-Fill Development Projects), for which a Notice of Exemption will be filed subsequent to approval of this Tentative Subdivision Map.

BE IT FURTHER RESOLVED that the application for the Tentative Subdivision Map is approved subject to the following conditions:

General

1. This *Tentative Subdivision Map* authorizes the division of one property into six at property located at the northwest corner of West 18th Street and Harding Avenue. Except as required by Conditions of Approval, all plans submitted for permits associated with this project shall conform to Exhibits A and B, Case File No. 2019-08 S, dated 4/23/19 and 6/12/19 respectively.
2. Before this *Tentative Subdivision Map* shall become effective, the applicant and/or the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Tentative Subdivision

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Map. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Tentative Subdivision Map* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.

3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk.
4. The approved Tentative Subdivision Map shall expire two (2) years after the effective date of approval unless prior to that date a request for a time extension not exceeding three (3) years has been filed as provided by Municipal Code §17.04.070.

Building

5. Building plans and permits they shall be required to meet the 2016 or 2019 California Building, Mechanical, Electrical, Plumbing, Accessibility, Green, Energy and Fire Codes.

Engineering

6. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
7. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Division web site. If it is determined that the project is subject to the “Priority Project Permanent Storm Water BMP Requirements” and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.

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8. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant
9. Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
10. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
11. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.
12. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
13. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.
14. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6 inch in size with a clean out. A sewer stamp "S" shall be provided on

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the curb to mark the location of the lateral. A sewer district fee of \$1,930 per each unit is required to be paid prior to the issuing of any building permit.

15. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
16. A soils engineering report shall be submitted for the Engineering Department's review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2-inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
17. An existing sewer easement reserved to the City of National City exists at the northerly property line and no building encroachment will be allowed within the easement. The easement shall be shown on the plans. Records do not show any sewer main being installed in the easement and a site check verified that none exists. The owner may have the easement quit claimed by the City at their expense.
18. The proposed new manholes and sewer main in the alley and E. 18th Street shall be the property of the City of National City and shall become part of the City sanitary sewer system. Those portions of sewer that are within the property lines and extend to the new main in the alley will remain private and shall be maintained in accordance with the requirements of the National City Municipal Code.
19. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Specifically all sidewalk and all curb and gutter along E 18TH Street along the property frontage. Abandoned curb cuts shall be removed and replaced with curb and gutter. Sidewalk shall be in accordance with the San Diego Regional Standard Drawing (SDRSD G-7, G-9 and G-10), curb and gutter shall be in accordance with National City Modified SDRSD G-2, the pedestrian ramps at the alley apron per SDRSD G-31, the alley apron per SDRSD G-17, concrete pavement alley section per SDRSD G-21 with cutoff wall per SDRSD G-23.
20. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be

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filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.

21. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
22. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
23. Domestic and fire water services shall comply with the Sweetwater Authority (SWA) Standard Plans. It is the responsibility of the developer to submit plans to SWA for their review and approval.
24. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
25. All NEW dwellings are subject to a Transportation Development Impact Fee of \$2,405.00. This includes new homes, condos and apartments. Separate traffic signal plans will be required.
26. All electrical, telephone and similar distribution service wires for the new structure(s) shall be placed underground.
27. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost or five thousand dollars (\$5,000), whichever is greater, shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
28. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
29. The owner shall enter into a Subdivision Improvement Agreement with the City. The agreement shall be executed by the owner and approved by the City prior to final map submittal.
30. The engineer of work shall provide a template showing the turning movement of autos entering and exiting the garages.

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31. The review of the plans for storm water compliance shall be conducted by a third party consultant. A minimum deposit of \$1,500 is to be submitted to the Engineering Department for the payment to the consultant.
32. The final parcel map shall meet all of the requirements of the Subdivision Map Act, and the City of National City Municipal Codes including certification, acknowledgement, complete boundary information and monumentation.
33. The developer shall submit to the Fire Department a letter from Sweetwater Authority stating existing fire flow. If determined by the Fire Department that additional improvements are needed, the developer shall enter into an agreement for the water improvements with the Sweetwater Authority prior to obtaining the final map approval.
34. Separate water and sewer laterals shall be provided to each lot/parcel.
35. The developer shall bond for the monumentation, the public improvements and the on-site grading, drainage, landscaping, and other improvements through an agreement with the City prior to the approval of the final map.
36. SUSMP documentation must be submitted and approved.
37. All utility distribution facilities within the boundaries of the subdivision shall be placed underground.
38. The final map shall be recorded prior to issuance of any building permit.
39. All new property line survey monuments shall be set on private property, unless otherwise approved.
40. The parcel map/final map shall use the California Coordinate System for its “Basis of Bearings” and express all measured and calculated bearings in terms of the system. The angle of grid divergence from a true meridian, and the north point shall appear on the map. Two measured ties from the boundary of the property to existing horizontal control stations shall be shown.
41. The map shall provide for reciprocal access, utility and drainage easements.

Fire

42. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
43. Fire alarm and fire sprinkler shall be evaluated and installed for intended use per code.
44. Fire apparatus access roads shall comply with the requirements of this section (Section 5 CFC 2013) and shall extend to within 150 feet of all portions of the

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facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.

45. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas.
46. Parking shall not impact requirements of turn-around provision or roadway at any time if required.
47. Approved signs or other approved notices or markings (*Red Curb*) that include NO PARKING – FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designed shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. All projects shall be evaluated for this necessary application.
48. The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire rescue operations or where necessary to meet the public safety objectives of the jurisdiction.
49. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access. (CFC 2016 Edition - Section 503.1.2)
50. Grade of fire apparatus road shall be within the limits established (15% Grade) by the fire code official based on fire department's apparatus.
51. If entrance/exit gates are used, they shall be equipped with Knox Box and Emergency Strobes so as to provide emergency vehicle access and egress. A Knox Key Switch shall be required in conjunction with strobe for emergency access, and shall be placed at front of property. Please contact the National City Fire Department for exact field location.
52. Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire

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apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.

53. Every building 4 stories or more shall be provided with not less than one standpipe for use during construction. Such standpipes shall be installed when the progress of construction is not more than 35 feet in height above the lowest level of fire department access. Such standpipes shall be provided with fire department hose connections at accessible locations adjacent to such useable stairs and the standpipe outlets shall be located adjacent to such useable stairs. Such standpipe systems shall be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring. On each floor there shall be provided a 2 ½ -inch valve outlet for fire department use.
54. Where the roof has a slope less than four units vertical in 12 unit's horizontal, a hose connection shall be located to serve the roof of at the highest landing of a stairway with stair access to the roof provided in accordance with the current code.
55. Fire hydrants that may be located throughout the project as not to have a separation distance greater than 300 feet. Fire hydrants to be located within 300 feet of all locations which are roadway accessible. (Measurement starts from nearest public fire hydrant to project)
56. The following items pertain to fire hydrants:
 - a) Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.
 - b) Fire hydrant to be of three outlet design
57. Provide calculation confirming flow availability to meet fire flow demands and supply large diameter hose (4 inch).
58. Fire hydrants to be marked by use of blue reflective marker in the roadway.
59. Upon submittal for an underground permit, the following shall be included:
 - Data sheet for Back-Flows
 - Data sheets for Private and Commercial Hydrants
 - Data sheets for Post Indicator Valves

Information on required fire hydrants back-flow devices, etc.; can be acquired from Sweetwater Authority. All pipe and their appliances, shall meet industry/code standards for underground use

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60. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site.
61. Approved vehicle access for firefighting shall be provided to all construction and demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
62. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.
63. Should any plan corrections be required, contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation.

Planning

64. The developer of the project shall agree to, and the City shall ensure, the continued affordability of all lower and moderate-income units that qualified the applicant for the award of the density bonus for 55 years or a longer period of time if required by the construction or mortgage financing assistance program, or mortgage insurance program.
65. Plans submitted for construction shall comply with Land Use Code requirements and design guidelines related to bulk, façade and roof articulation, scale that is sensitive to surrounding uses, balconies and porches, adequate disposal facilities, minimum amount of laundry facilities, and adequate storage space.
66. Plans submitted for construction shall include a landscape and irrigation plan in compliance with Land Use Code Chapter 18.44 (Landscaping), including Section 18.44.190, related to water efficient landscape requirements. The landscaping required by this approval shall be maintained for the life of the project.
67. All site and project lighting shall in compliance with Municipal Code Title 18.46 (Outdoor lighting).

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

PASSED and ADOPTED this 20th day of August, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Chapter 8.34 \(Beekeeping\) of the National City Municipal Code related to the keeping of bees in the City. \(Applicant: City-Initiated\) \(Case File 2019-10 A\) \(Planning\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Chapter 8.34 (Beekeeping) of the National City Municipal Code related to the keeping of bees in the City. (Applicant City-Initiated) (Case File 2019-10 A)

PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning Division



PHONE: 619-336-4313

APPROVED BY: _____

EXPLANATION:

At the City Council meeting of August 6, 2019, the City Council introduced an Ordinance amending Chapter 8.34 of the Municipal Code related to the keeping of bees. The changes exclude residentially-zoned properties from the land uses allowing for beekeeping. The amended Ordinance would only allow for beekeeping on lots with a minimum of 10,000 square feet of lot area within the open space and institutional zones. In addition, beehives would only be allowed on properties dedicated to agricultural or research use and accessory to the primary use of the property (e.g. farms, community gardens, schools, colleges, or laboratories). A City beekeeping permit would no longer be required, although beekeeping would need to be consistent with Chapter 8.34 (Beekeeping). Regulations include registration with the County of San Diego Department of Agriculture, Weights, and Measures.

The attached Ordinance needs to be adopted in order to complete the amendment process.

FINANCIAL STATEMENT:

APPROVED: _____

Finance

ACCOUNT NO.

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

Not a project per the California Environmental Quality Act (CEQA)

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Ordinance amending Chapter 8.34 (Beekeeping) of the National City Municipal Code.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2019 –

**AN ORDINANCE AMENDING CHAPTER 8.34 (BEEKEEPING)
OF THE NATIONAL CITY MUNICIPAL CODE
RELATED TO THE KEEPING OF BEES IN THE CITY**

WHEREAS, the City of National City (the “City”), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, the proposed amendments of National City Municipal Code (NCMC) Chapter 8.34 are directly related to addressing objective health, safety, and welfare concerns including the potential for injury to persons who are sensitive to bee stings and/or potential conflicts with sensitive land uses; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Chapter 8.34 (Beekeeping) is hereby amended to read as follows:

Chapter 8.34 - BEEKEEPING

8.34.005 - Purpose.

A. Purpose. It is the purpose and intent of this division to provide for the safe and orderly keeping of bees in the city by establishing certain minimum standards for the keeping of bees to protect the public health, safety, and welfare of the residents of the city.

8.34.010 - Definitions.

"Beekeeper" means a person who raises bees.

"Beekeeping or keeping of bees" means the owning and breeding bees for their honey and other products.

"Docile bee(s)" means *Apis mellifera* species (honey bees).

"Sensitive area(s)" means areas where people, including but not limited to the elderly, small children, individuals, persons with medical conditions, or confined animals that inhabit or frequent the area, that are more at a greater health risk than the general population if stinging incidents were to occur. Sensitive areas are characterized by a demonstrated need for a greater safety buffer. Sensitive areas include, but are not limited to, schools, playgrounds, picnic areas, outdoor sports facilities, daycare centers, senior care facilities, medical facilities, and animal boarding facilities.

8.34.020 - General provisions.

- A. The keeping of bees shall not be allowed within the city, except as provided in this chapter. It is unlawful to keep or maintain any bees or hive of or for bees within the territorial limits of the city, except as allowed in this chapter.

- B. Beehives may be kept only on lots with a minimum area of ten thousand square feet within the open space and institutional zones subject to the following:
 - 1. Beehives shall only be permitted on properties dedicated to agricultural or research use and shall be accessory to the primary use of the property. Examples include, but not limited to, farms, community gardens, schools, colleges, or laboratories.
 - 2. Up to four beehives may be permitted on a parcel.
 - 3. Beehives shall be placed at least twenty-five feet from the property line of the traveled way of any public streets or sidewalks closest to the parcel, at least twenty-five feet from any private access easement, at least fifteen feet from any side or rear lot line, and at least twenty-five feet from all on-site and neighboring dwellings. When three or four hives are kept or maintained on a parcel, no less than a one-hundred foot separation from the beehive(s) to the on-site dwellings, neighboring dwellings, or habitable structures shall be maintained.
 - 4. Beekeepers shall keep sufficient open water available near the beehives during hot and dry weather in compliance with vector control regulations.
 - 5. Beehives shall be well maintained at all times.

6. A beehive shall be no larger than fifteen cubic feet in volume.
7. Only docile bee species may be permitted.
8. Registration with the County of San Diego Department of Agriculture, Weights, and Measures is required prior to any beekeeping activities and prior to applying for a bee keeping permit under this chapter.
9. The following firefighting materials shall be maintained, in good working condition, at all times when the beehive is attended by the keeper, sufficiently near the beehive so as immediately to be available in case of fire:
 - a. A shovel; and
 - b. Either a fire extinguisher of the two and one-half gallon water-under-pressure type or the five gallon back-pump type or its equivalent; or a garden hose connected to a source of water.
10. Beehives shall be placed no less than one-hundred feet from the property line of sensitive areas closest to the beehive(s).

8.34.030 - Enforcement and removal.

- A. Public nuisance. All violations of this chapter are declared to constitute a public nuisance which may be abated by any method provided by law, judicial or administrative, and includes remedies provided in Title 1.
- B. Enforcement. Each day of violation or non-compliance with this chapter shall be deemed as a new and separate offense and shall be subject to all the remedies and penalties available under the law and in accordance with Title 1 or as otherwise provided by local or state law.
- C. Summary abatement—Imminent safety hazards. If any beehive is an immediate threat to the public health and safety by virtue of the physical condition of the beehive structure or by virtue of dangerous bee behavior as determined by the city manager or his/her designee, said beehive may be immediately and summarily abated and removed. Costs incurred by the city in the abatement and removal of bees and/or beehives shall be assessed against the owner or any other responsible party in accordance with Title 1 and California Government Code Section 38773.1 or 38773.5.

- D. Notice of violation. Whenever any beehive or part thereof, other than those causing an immediate threat to the public health and safety, constitutes an illegal beehive and/or is placed or maintained in violation of this chapter, the city manager or designee shall give written notice to all responsible parties to remove the beehive or to bring it into compliance. The notice shall specify the nature of the violation, and give directions for a cure, which may include complete removal of the beehive(s). The notice shall advise the owner, or person in charge of, or responsible for, the beehive(s) of the hearing or appeal rights set forth in Title 1, if applicable. The date for removal specified in the written notice shall not be less than ten days from the date of the mailing of the notice.
- E. Removal of uncured violations. Whenever the responsible parties fail to comply with an order of the city manager or designee made pursuant to this section, and the time for cure has elapsed without the cure being effected, the city manager or designee may remove the beehive, or order it removed, either by the city's own force or by a private party under contract. The expense of the removal may be charged, jointly and severally, to any and all responsible parties. Such amount shall constitute a debt owed to the city. Any costs, including attorney's fees, incurred by the city in collection of the costs shall be added to the amount of the debt.
- F. Cumulative remedies. Remedies set forth in this chapter are not exclusive. Nothing in this chapter shall preclude the city from enforcing the provisions of this chapter by any other criminal, civil, or administrative proceeding.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 4. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

PASSED and ADOPTED this 20th day of August, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City adding Chapter 8.38 of the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits. \(City Attorney\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Public Hearing and Introduction of an Ordinance of the City Council of the City of National City adding Chapter 8.38 of the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits.

PREPARED BY: Sr. Ass. City Attorney Nicole Pedone *NP*

DEPARTMENT: City Attorney

PHONE: Ext. 4221

APPROVED BY: 

EXPLANATION:

Please see Staff Report and attachments.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Introduce an Ordinance of the City Council of the City of National City adding Chapter 8.38 to the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Attachment 1: Puppy Mills: Facts and Figures – January 2019
3. Attachment 2: Puppy Mills Facts Sheets – The Humane Society of the United States
4. Proposed Ordinance



City Council Staff Report

TO: Mayor and City Council

DATE: August 20, 2019

FROM: Nicole Pedone, Assistant City Attorney

SUBJECT: Public Hearing and Introduction of an Ordinance of the City Council of the City of National City adding Chapter 8.38 to the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits

SUMMARY

On May 21, 2019, The City Council directed staff to prepare an ordinance closing the loopholes in newly enacted State law, AB485 (otherwise known as "The Pet Rescue and Adoption Act"), to include prohibiting the retail sale of dogs, cats and rabbits in the City of National City using the Solana Beach and Carlsbad and other relevant state and local ordinances as model ordinances.

In 1966 Congress passed the Animal Welfare Act (AWA), which outlines specific minimum standards for the care of dogs, cats and other animals bred for commercial resale. Under the AWA, certain larger scale commercial breeders are required to be licensed and regularly inspected by the United States Department of Agriculture.

Effective January 1, 2019, AB485 prohibited a pet store operator from selling a dog, cat or rabbit in a pet store unless they were obtained from a public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group that is in a cooperative agreement with at least one private or public shelter. This new state law amended Section 31753 of the California Food and Agricultural Code, section 122357 of the California Health and Safety Code and added section 122354.5 of the California Health and Safety Code. State law requires pet stores to maintain records sufficient to document the source of each dog, cat, or rabbit the store sells or provides space for. The records must be kept for one year and must be posted in a conspicuous location on the case or enclosure of each animal and must include the name of the agency or society or nonprofit from which each animal was obtained. A pet store operator that violates these new state provisions shall be subject to at \$500.00 civil penalty and each animal offered for sale in violation shall be a separate violation.

Importantly, CA Health and Safety Code section 122354.5(g) states, “This section does not prohibit a local governing body from adopting requirements that are more protective of animal welfare than those set forth in this section.”

RECOMMENDATION

Introduce an Ordinance of the City Council of the City of National City adding Chapter 8.38 to the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits.

DISCUSSION

Newly enacted state law prohibiting the retail sale of dogs, cats and rabbits was passed over concerns of “puppy mills” or “kitten factories” which are commercial breeding facilities that mass produce animals for sale to the public through retail pet stores often in overcrowded and unsanitary conditions without adequate food, water, exercise, socialization or veterinary care. Many of the animals face an array of health problems that are discovered after purchase at a retail store. However, there have been reported loopholes in the newly enacted state law. Pet stores can obtain animals from a rescue group that is in a cooperative agreement with at least one private or public shelter. A rescue group is defined as a tax exempt organization that does not obtain animals from breeders or brokers for compensation. Unfortunately, fake rescues groups are being created and puppies are being sold for thousands in pet stores across the state and country despite this or similar bans. These rescue groups are not holding adoption events, do not have adoption websites and do not even have animals on site. These young animals are being transported across the country changing hands numerous times.

Investigations and research by both The Humane Society of the United States and Companion Animal Protection Society (CAPS) have revealed these loopholes in the law and the dangerous conditions in which these animals are bred and kept thereby posing a health and safety risk to not only the animals but also to the public. When these pet stores engage in offsite or even out of state commercial breeding and or purchase or obtain animals from offsite or out of state commercial breeders or brokers, it creates a degree of removal which obscures the ability of the City and/or the County of San Diego to regulate the conditions in which the breeding or transporting took place and/or how the animals were cared for prior to being brought to the pet store. The City Council has been approached by animal activists, animal shelters and City residents urging the City to enact further regulations which prohibit the retail sale of cats, dogs and rabbits and discourage the promulgation of unregulated and negligent commercial breeders or pet shop operators which despite state law continue to offer animals throughout San Diego County for retail sale under the guise of non-profit rescue agencies.

Numerous cities in San Diego County had already banned the retail sale of these animals before state law had passed. These cities include, Chula Vista (2012), San Diego (2013), Oceanside (2015), San Marcos (2018), Carlsbad (2016) and Solana Beach (2016). The proposed ordinance for the City of National City closes the loopholes in newly enacted State law and promotes not only animal safety and welfare, but also public health, safety and welfare and encourages best practices in the acquiring of dogs, cats and rabbits offered for retail sale or adoption in the City of National City.

Highlights of the proposed ordinance include:

- Prohibition: A pet shop or retail pet store or its operator shall not sell, deliver, offer for sale, barter, auction or otherwise dispose of a cat, dog, or rabbit.
- Prohibition does not apply to:
 - A publicly operated animal shelter or animal control enforcement agency, animal rescue organization or nonprofit humane society;
 - A pet shop or retail pet store offering a cat, dog, or rabbit owned by an animal shelter or animal rescue organization for purposes of adoption of the cat, dog, or rabbit by a member of the public, so long as the pet shop does not receive any fee from the adoption and does not have any monetary or ownership interest in the cat, dog, or rabbit;
 - The sale or offering for sale of a dog, cat or rabbit as part of an adoption event held by an animal shelter or rescue organization if the retail pet store or pet shop does not receive any payment from the sale or offering or for the use of the store or store resources in connection with the adoption event; or
 - Dogs, cats and/or rabbits sold directly from the premises upon which they are born and reared or through a breeder, excluding pet shops or retail pet stores.
- Pet shop has to maintain records just like under state law.
- Investigation officials have the right to inspect the pet shops or retail pet stores during regular business hours to conduct reasonable inspections to ensure compliance.
- Violations are punishable as provided in NCMC 1.20, General Penalties; 1.44, Administrative Citation; 1.48 Administrative Remedies; Public Nuisance statutes, Civil Injunction; Abatement and Removal.

CEQA COMPLIANCE STATEMENT:

The proposed Ordinance is exempt from the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) because there is no possibility that the activity in question may have a significant effect on the environment.

RECOMMENDED ACTION

Introduce an Ordinance of the City Council of the City of National City adding Chapter 8.38 to the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits.

Puppy Mills: Facts and Figures

January 2019

10,000	Estimated number of puppy mills in the U.S. (both licensed and unlicensed)
2,264	Number of USDA Class A and B licensed facilities that breed dogs for the pet trade
196,996	Estimated number of dogs kept solely for breeding purposes in USDA licensed facilities
128,047	Estimated number of female dogs kept for breeding at USDA licensed facilities
9.4	Estimated number of puppies per breeding female per year
1,203,645	Estimated number of puppies produced by USDA licensed facilities each year
2.4 million	Estimated number of puppies sold annually who originated from puppy mills – USDA licensed and non-USDA licensed (not all breeders require a USDA license).
25%	Estimated percentage of dogs in animal shelters who are purebred
3 million	Estimated number of dogs and cats euthanized by shelters every year in the U.S.
\$4.00 - \$7.00	International City/County Management Association budgeting recommendation, per capita, for animal control programs.
\$500,000	Estimated cost of a puppy mill bust involving 250 animals.



THE HUMANE SOCIETY
OF THE UNITED STATES



Puppy Mill Brokers

A puppy mill “broker” is a pet dealer engaged in the business of re-selling puppies who were bred elsewhere. Unlike retail pet stores, brokers are middleman dealers who obtain puppies from breeders and puppy mills, and then transport and re-sell them. Brokers typically sell puppies to pet stores, but sometimes to research facilities, often travelling great distances to do so. In some cases the term is also used loosely to describe people who re-sell litters directly to the public that they themselves did not produce, for example, by posing as the original breeder and selling them through websites or classified ads.

Pet brokers who sell to pet stores or other dealers are required to obtain a Class B dealer license from the United States Department of Agriculture (USDA). The Class B license requires the brokers to abide by certain minimum standards of humane care and handling. It also requires them to carefully track the sources of their animals. However, many brokers routinely violate these rules. In addition, the health impacts of overcrowding, filthy conditions, and lack of basic veterinary oversight at puppy mills are only exacerbated when healthy animals from some breeders are mixed in with infectious animals from problem breeders on crowded trucks while transported long distances by brokers.

When addressing the accountability of pet stores or examining the sources of their puppies, it is imperative that we understand how most pet store puppies are sourced. The majority are sourced from brokers, not breeders.

Quick Facts about Puppy Brokers

- An HSUS review of records for more than 6,700 puppies shipped to pet stores between 2009 and 2012 found that **more than two thirds of the puppies were shipped by brokers, not breeders.**
- Nationwide, there are approximately 821 USDA-licensed pet brokers, and 2,356 USDA-licensed breeders¹
- The largest puppy broker in the country is believed to be The Hunte Corporation, based in Goodman, Missouri. This multi-million dollar company is believed to ship approximately 80,000 puppies per year to pet stores nationwide.
- The use of puppy mill brokers often makes it difficult if not impossible for the public to know who a puppy’s breeder actually was, as many pet stores will only disclose the broker information, if they provide any information at all.
- Many “B” dealers are also breeders. Some of the most notorious puppy mills in the country, including Kathy Bauck (Puppies on Wheels, MN), Jeff Fortin (KS), and Wanda Kretzman (Clearwater Kennel, MN) all have/had B licenses but also had hundreds of breeding dogs. Significant problems at these facilities resulted in Bauck’s conviction on animal cruelty charges in 2009, the deaths of 1,200 dogs at Fortin’s facility after an outbreak of canine distemper in 2010, and continued repeat AWA violations at Kretzman’s facility, which is currently still operating as of December 2012.

¹ USDA, Dec. 2012



Fact Sheet: Puppy Mills and Pet Stores

A majority of Americans has pets. About 47 percent of households in the United States own at least one dog and about 46 percent own a cat. Only about 30 percent of pets in homes come from shelters or rescues. 2.7 million adoptable dogs and cats are euthanized in shelters every year.¹

Pet store puppies come from puppy mills. Responsible breeders do not sell their puppies to pet stores because they want to meet their puppy buyers in person—and a majority of national breed clubs' Codes of Ethics prohibit or discourage their members from selling their dogs to pet stores. The suppliers of pet store puppies are largely “puppy mills,” commercial facilities that mass-produce puppies for sale. The Humane Society of the United States conducted several hidden-camera investigations² which revealed that many of the breeding facilities that supply pet stores are mills.

Puppies sold in pet stores come from all over the country—and many come from breeders with one or more Animal Welfare Act violations. Some breeders found selling to pet stores have a record of repeat violations of the federal Animal Welfare Act. USDA inspection reports contained reports of significant violations, including sick and injured dogs who had not been treated by a vet, underweight dogs, puppies with their feet falling through the wire floors, puppies with severe eye deformities, piles of feces and food contaminated by mold and insects.

Pet stores often do not disclose the origin of the puppies they sell. Most pet stores do not disclose the true origins of their puppies, instead using deceptive sales pitches about “USDA licensed” or “professional” breeders. Unfortunately, the federal Animal Welfare Act provides survival standards for dogs, not humane care standards. The USDA has repeatedly asserted that their regulations and standards are *minimum* requirements.³ Indeed, the agency's own Animal Welfare Act Fact Sheet⁴ states “*Although Federal requirements establish acceptable standards, they are not ideal. Regulated businesses are encouraged to exceed the specified minimum standards.*”

Puppies sold at pet stores often have serious health or psychological problems. Some of the illnesses common to pet store puppies include zoonotic diseases which can be spread to other pets and humans. Buyers are often faced with enormous vet bills or even the death of the puppy within days or weeks of purchase. A puppy may seem healthy for months only to develop symptoms of serious congenital conditions much later. These health problems are often the result of poor breeding at puppy mills.

Pet stores do not have to sell puppies to be successful. More than 2,300 pet stores nationwide have signed an HSUS pledge not to sell puppies,⁵ demonstrating that it is possible to have a successful pet-related business without supporting puppy mills.

¹ “Pets by the Numbers”: U.S. pet-ownership estimates from the APPA for 2012. Can be found at:

http://www.humanesociety.org/issues/pet_overpopulation/facts/pet_ownership_statistics.html#.U2EF81VdWAg

² Chicagoland Pet Store Investigation Links Dozens of Puppy Sellers to Puppy Mills. Dec. 2012. Can be found at:

http://www.humanesociety.org/assets/pdfs/pets/puppy_mills/report-hsus-chicago-pet-stores-2012investigates.pdf

³ See 7 U.S.C. § 2143(A)(8), stating that the federal Animal Welfare Act does not preempt state laws.

⁴ U.S. Department of Agriculture, Animal Plant and Health Inspection Service, “Fact Sheet: Animal Care. The Animal Welfare Act,” in <http://ca-biomed.org/pdf/media-kit/oversight/USDAAWA.pdf> (accessed 5 Dec, 2013).

⁵ Puppy Friendly Pet Stores. 2013. Can be found at:

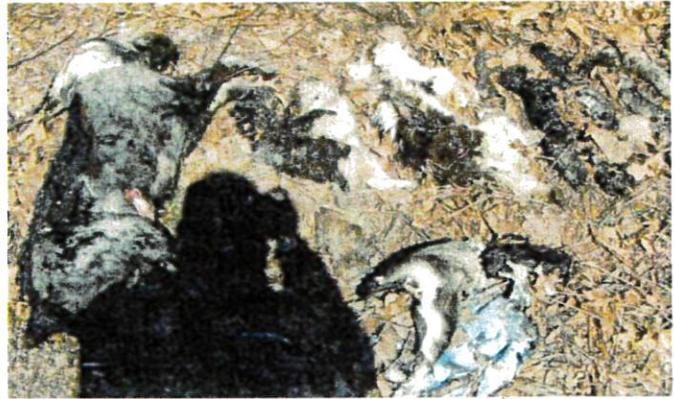
http://www.humanesociety.org/issues/puppy_mills/facts/puppy_friendly_pet_stores.html#.U2ErT1VdWAg



Environmental Impacts of Puppy Mills

A puppy mill is “a dog breeding operation in which the health of the dogs is disregarded in order to maintain a low overhead and maximize profits.” *Avenson v. Zegart*, 577 F. Supp. 958, Dist. Court, Minnesota (1984). State and federal inspection reports reveal that a common method employed to maximize profits includes irresponsible waste management practices that are harmful to the environment. Impacts may be caused by improper disposal of feces, urine and carcasses.

- A report by Missourians for the Protection of Dogs in 2010 uncovered numerous cases in which dog dealers improperly disposed of dog carcasses in apparent violation of environmental laws, including one dealer that was disposing of approximately 200 pounds of dead animals a month.
- The pathogens present in dog feces can survive for long periods of time in water that seeps into the ground, drains into wet-dry streams and eventually make its way into major rivers that are sources of public drinking water. In at least one documented case, a stream downhill from a West Virginia puppy mill was found to have a coliform bacteria load 400 times greater than the legal limit. The pathogens in dog feces can cause harmful and even deadly infections in humans.
- In puppy mill facilities it is typical for dog feces to be left on the ground to fester for long periods of time. This waste produces methane, a powerful and dangerous greenhouse gas. Further, because basic animal care is frequently lacking in these facilities, it is common for the dogs to be infected with and to carry pathogens. These are excreted in the dogs’ feces and transfer to the soil. Since soil has the longest and most persistent potential for harboring a pathogen, there is a high likelihood of subsequent infection by any person or animal that comes in contact with the waste. Disease-causing organisms that can be transmitted from dogs to humans include tapeworms, hookworms, cryptosporidium, and Giardia.
- Aerosolization of microbial pathogens, endotoxins, odors, and dust particles is an inevitable consequence of the generation and management of animal wastes. When dog feces are allowed to remain in an area, a common practice at puppy mills, the material dries and becomes flaky, enabling lighter particles to be picked up by wind and become airborne. These particulates can travel through air currents up to 600 miles. Decomposition of the waste materials creates ammonia which may convert to particulates and be lifted into the atmosphere. There can be impacts if the ammonia settles on vegetation or if the polluted runoff causes algae blooms in the receiving waters. Particulate ammonia can not only reach our riparian systems through feeder streams, but can also travel many miles.



Canine abuse and environmental impacts are inextricably linked. As a result, **better regulation would not only impact the welfare of the dogs, but would also improve the quality of water, air and soil.**

- HSUS research into the sources of more than 15,000 puppies sent to 126 Petland, Inc. stores from 2007 through 2009 found that a majority of the stores - 87 in all - were purchasing some or all of their puppies from The Hunte Corporation. Others were purchasing from additional brokers, such as Lambriar, Mid-America Pet, Clearwater Kennel, and others.
- A review of USDA inspection reports linked to brokers found that a number of brokers have repeat violations of the federal Animal Welfare Act, including violations for sick puppies who were not treated by a vet, overcrowding, undersized cages, unsafe temperatures, the purchase of underage puppies, the purchase of puppies from unlicensed breeders, and unsafe transport vehicles.



Clearwater Kennel, a USDA Class B licensed facility in Minnesota, is estimated to house more than 900 dogs. The kennel is licensed to re-sell dogs produced by other breeders as well as dogs bred on site. Federal inspectors have cited Clearwater Kennel repeatedly for numerous animal care violations. – HSUS, 2008

ORDINANCE NO. 2019 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADDING CHAPTER 8.38 TO THE NATIONAL CITY MUNICIPAL CODE PROHIBITING THE RETAIL SALE OF DOGS, CATS AND RABBITS

WHEREAS, the City of National City (the “City”), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, the U.S. Congress passed the Animal Welfare Act in 1966 (7 U.S.C. § 2131 et seq.), a federal law that regulates the minimum standards of care and treatment for certain animals bred for commercial sale, including but not limited to dogs, cats and rabbits, which is enforced by the United States Department of Agriculture and Animal and Plant Health Inspection Service (USDA) and requires certain large scale animal breeders and dealers to be registered and licensed; and

WHEREAS, the Pet Rescue and Adoption Act, otherwise known as AB485, a newly enacted state law effective January 1, 2019, prohibits a pet store operator from selling a dog, cat or rabbit in a pet store unless they were obtained from a public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group that is in cooperative agreement with at least one private or public shelter; and

WHEREAS, California Health and Safety Code section 122354.5(g) allows a local governing body to adopt requirements that are more protective of animal welfare than those set forth in the Pet Rescue and Adoption Act; and

WHEREAS, Investigations and research by the Companion Animal Protection Society (CAPS) have shown that California pet shops are using fake rescues to circumvent newly enacted state law and act as pass-throughs between puppy mills and pet shops; and

WHEREAS, CAPS and The American Society for the Prevention of Cruelty to Animals (ASPCA) report that puppy mills mass produce animals for the pet industry in overcrowded and unsanitary conditions without adequate food, water, exercise, socialization or veterinary care and many of the animals face an array of health problems that are discovered after purchase at a retail store; and

WHEREAS, according to The Humane Society of the United States there are approximately 2.4 million puppies sold annually who originated from puppy mills, USDA licensed and non-USDA licensed and there are an estimated 3 million dogs and cats euthanized by shelters every year in the United States; and

WHEREAS, the City Council has been approached by animal activists, animal shelters and City residents urging the City to enact further regulations which prohibit the retail sale of cats, dogs and rabbits and discourage the promulgation of unregulated and negligent commercial breeders or pet shop operators which despite state law continue to offer animals throughout San Diego County for retail sale under the guise of non-profit rescue agencies; and

WHEREAS, pet stores often engage in offsite, even out of state, commercial breeding and/or purchase animals from offsite or out of state commercial breeders or brokers creating a degree of removal which obscures the ability of the City and/or the County of San Diego Humane Society to regulate the conditions in which the breeding took place and/or how the animals were cared for prior to being brought to the pet store; and

WHEREAS, the City of National City seeks to close the loopholes in California State law and enact greater protections for animal safety and welfare and for the public health, safety, and general welfare of its residents by prohibiting a pet shop or retail pet store or its operator from selling, delivering, or offering for sale, barter, auction or otherwise disposing of a cat, dog, or rabbit with exceptions for: (i) A publicly operated animal shelter or animal control enforcement agency, animal rescue organization or nonprofit humane society; (ii) A pet shop or retail pet store offering a cat, dog, or rabbit owned by an animal shelter or animal rescue organization for purposes of adoption of the cat, dog, or rabbit by a member of the public, so long as the pet shop does not receive any fee from the adoption and does not have any monetary or ownership interest in the cat, dog, or rabbit; (iii) The sale or offering for sale of a dog, cat or rabbit as part of an adoption event held by an animal shelter or rescue organization if the retail pet store or pet shop does not receive any payment from the sale or offering or for the use of the store or store resources in connection with the adoption event; or (iv) Dogs, cats and/or rabbits sold directly from the premises upon which they are born and reared or through a breeder, excluding pet shops or retail pet stores.

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section. 2. Chapter 8.38 of the National City Municipal Code is hereby added to read as follows:

Chapter 8.38 Retail Sales of Dogs, Cats and Rabbits

8.38.010 Purpose.

It is the purpose and intent of the city council in this chapter to promote animal safety and welfare, public health, safety and welfare, and encourage best practices in the acquiring of dogs, cats and rabbits offered for retail sale or adoption in the City of National City.

8.38.020 Definitions.

For the purpose of this Chapter, the following definitions shall apply:

(A) "Animal Shelter", means a public animal shelter or control facility operated by any city, county or other public agency or an entity operating under contract with any city, county or other public agency for the purpose of protecting animals from cruelty, neglect or abuse.

(B) "Animal Rescue Organization", means a nonprofit organization that has tax-exempt status under section 501(c)(3) of the Internal Revenue Code and whose mission and practice is, in whole or in significant part, the rescue, care and adoption of dogs, cats and/or rabbits. The term does not include a breeder or broker for payment or compensation.

(C) “Breeder” means a person that owns or maintains dogs, cats, or rabbits for the purpose of breeding and selling their offspring for retail or wholesale or a person required to hold a class A license pursuant to the Animal Welfare Act, 7 U.S.C. § 2131, et seq.

(D) “Broker” means a person that transfers dogs, cats, or rabbits for resale by another person and is required to hold a class B license by the United States Department of Agriculture pursuant to the Animal Welfare Act, 7 U.S.C. § 2131, et seq.

(E) “Cat” means a *Felis domesticus* of either sex, altered or unaltered.

(F) “Dog” means a *Canis familiaris* of either sex, altered or unaltered.

(G) “Operator” means a person who owns or operates a retail pet store, or both, and/or who hires employees at a retail pet store or pet shop to engage in the retail sale of dogs, cats and/or rabbits.

(H) “Pet Shop” or “Retail Pet Store” means any place or premise where birds, mammals, or reptiles are kept for the purpose of either wholesale or retail sale, import, export, barter, exchange or gift.

(I) “Rabbit” means an *Oryctolagus cuniculus* of either sex, altered or unaltered.

8.38.030 Prohibition

(A) A pet shop or retail pet store or its operator shall not sell, deliver, offer for sale, barter, auction or otherwise dispose of a cat, dog, or rabbit except as provided in subsection (B).

(B) The provisions of subsection (A) shall not apply to:

(1) A publicly operated animal shelter or animal control enforcement agency, animal rescue organization or nonprofit humane society;

(2) A pet shop or retail pet store offering a cat, dog, or rabbit owned by an animal shelter or animal rescue organization for purposes of adoption of the cat, dog, or rabbit by a member of the public, so long as the pet shop does not receive any fee from the adoption and does not have any monetary or ownership interest in the cat, dog, or rabbit;

(3) The sale or offering for sale of a dog, cat or rabbit as part of an adoption event held by an animal shelter or rescue organization if the retail pet store or pet shop does not receive any payment from the sale or offering or for the use of the store or store resources in connection with the adoption event; or

(4) Dogs, cats and/or rabbits sold directly from the premises upon which they are born and reared or through a breeder, excluding pet shops or retail pet stores.

8.38.040 Inspection by officials

(A) Each pet shop or retail pet store shall maintain records sufficient to document the source of each dog, cat, or rabbit that the pet shop acquires for at least one year following the date of acquisition. Such records shall be made available, immediately upon request, to any police officer, code enforcement officer, animal control officer, humane law enforcement officer or other investigating official.

(B) The city, county, or any investigating official shall have the right to enter the premises of any pet shop or retail pet store from time to time during regular business hours to conduct reasonable inspections to ensure and verify compliance with this chapter. No person shall refuse to permit or interfere with a lawful inspection of any pet shop or retail pet store by city or county investigating officials.

8.38.050 Enforcement and Remedies

(A) A violation of any provision of this chapter or failure to comply with any requirement thereof shall be punishable as provided in National City Municipal Code chapters 1.20, 1.44, and 1.48. Each event or transaction in which a dog, cat, or rabbit is sold or offered for sale in violation of this section shall constitute a separate offense.

(B) Any person, operator, pet shop or retail pet store operating or conducting or maintaining a pet shop or retail pet store contrary to the provisions of this chapter and/or state and federal laws shall be and the same is hereby declared to be unlawful and a public nuisance. The city attorney may, in addition to the penalties proscribed in this section, commence an action or actions, proceeding or proceedings for the abatement, removal, or enjoinder thereof, in any manner provided by law.

(C) The remedies and penalties provided in this section are cumulative and in addition to any other remedies available at law or in equity.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 4. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

PASSED and ADOPTED this 3rd day of September, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council approving the Amended and Restated Employment Agreement between the City of National City and Angil P. Morris-Jones to extend her employment through December 30, 2020, approving a salary increase in accordance with Section 3 of the Agreement, and authorizing the Mayor to execute the same with the contractual provision that the City Attorney will establish and maintain residency in National City throughout the remainder of her contract. \(City Attorney\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: August 20, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council approving the Amended and Restated Employment Agreement between the City of National City and Angil P. Morris-Jones to extend her employment through December 30, 2020, approving a salary increase in accordance with Section 3 of the Agreement, and authorizing the Mayor to execute the same with the contractual provision that the City Attorney will establish and maintain residency in National City throughout the remainder of her contract.

PREPARED BY: Angil P. Morris-Jones

DEPARTMENT: City Attorney

PHONE: Ext. 4222

APPROVED BY: 

EXPLANATION:

The City of National City and Angil P. Morris- Jones entered into an Employment Agreement on April 18, 2017. The Amended and Restated Agreement extends the employment of the City Attorney through December 30, 2020 and approves a salary increase in the amount of \$2,000 a month for a total annual amount of \$224,000 in accordance with Section 3 of the Agreement. This amended Agreement establishes the contractual obligation that the City Attorney will maintain residency in National City through the remained of her employment. The City Attorney receives the same benefits as the Executive Group. These already existing benefits remain unchanged under this Agreement.

The specific terms of the Employment Agreement are set forth in the attached "Summary of a Recommendation for Final Action on the Salary and Other Compensation of the City Attorney". This Summary is required by the Brown Act (Government Code Section 54953(c)(3), and must be read aloud into the record prior to the City Council taking acting regarding the Employment Agreement.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. N/A

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt proposed Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- Amended and Restated Employment Agreement
- Resolution

AMENDED AND RESTATED

EMPLOYMENT AGREEMENT

City Attorney



**City of National City
California**

2019

**EMPLOYMENT AGREEMENT
CITY ATTORNEY
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EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of August, 2019, by and between the City of National City, a municipal corporation, (hereinafter called the “Employer”) and Angil Morris-Jones (hereinafter called the “Employee”) an individual who has education, training and experience in legal issues involving local government, and who is a member in good standing of the State Bar of California, both of whom agree as follows:

Section 1 Term.

This Agreement shall remain in full force in effect for a period of three (3) years from May 1, 2017, through December 30, 2020, unless sooner terminated by the Employer or Employee as provided in Section 8, 9 or 10 of this Agreement.

Section 2 Duties and Authority.

Employer agrees to employ Angil Morris-Jones as City Attorney, on an at-will basis, to perform the functions and duties specified in the National City Municipal Code and the California Government Code, and to perform other legally permissible and proper duties and functions, commencing on May 1, 2017.

Section 3 Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of two hundred thousand twenty four dollars (\$224,000), payable in installments at the same time that the other executive employees of the Employer are paid.

B. This Agreement shall be re-opened to discuss compensation and benefits if, and at the time, managers, or executives receive any increase in compensation or benefits.

C. Consideration shall be given on an annual basis to increase salary, based upon increases in the Consumer Price Index (“CPI”), as that term is defined at Government Code section 3511.1(b). Any increase in salary shall be dependent upon the results of the performance evaluation conducted under the provisions of Section 11 of this Agreement.

Section 4 Health, Disability, and Life Insurance Benefits.

A. The Employer agrees to provide Employee a cafeteria health benefit of \$1200.00 per month.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employer shall pay the amount of premium due for term life insurance in the amount of \$150,000. The Employee shall name the beneficiary of the life insurance policy.

Section 5 Vacation, Sick and Military Leave.

A. The Employee shall accrue sick leave, vacation leave, and other paid leave on an annual basis at the rate provided to Executive employees, provided that the Employee will accrue vacation leave at the rate of 10 hours per month (120 hours per year) during the first two years of this Agreement, and at the rate of 13.33 hours per month (160 hours per year) beginning on the third anniversary of this Agreement. Further, the Employee will begin employment with 80 hours of vacation leave vested, and with 80 hours of sick leave vested.

B. The Employee is entitled to accrue all unused vacation and sick leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all unused vacation and sick leave in accordance with the Employer's customary practice for Executive Employees.

C. The Employee shall be entitled to military reserve leave time pursuant to state law and City policy.

Section 6 Retirement.

The Employer agrees to enroll the Employee into the California Public Employees' Retirement System (CalPERS) and to make all the appropriate contributions on the Employee's behalf, for the required Employer share. Employee shall pay the entire employee share, as determined by CalPERS.

Section 7 General Business Expenses.

1. The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

2. The Employer agrees to budget for and to pay for travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Employer, including but not limited to the League of California Cities, and such other national, regional, state and local governmental groups and committees in which the Employee serves as a member.

3. The Employer also agrees to budget for and to pay for travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

4. The Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by the Employee, and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

5. The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

6. The Employer shall provide the Employee with a computer, software, and cell phone required for the Employee to perform the job and to maintain communication.

Section 8 Termination.

For the purpose of this Agreement, termination shall occur when:

1. The majority of the Employer's City Council votes to terminate the Employee at a duly authorized public meeting.

2. If the Employer, citizens or legislature act to amend any provisions of the state or local law pertaining to the role, powers, duties, authority, and responsibilities of the Employee's

position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefits of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of suggestion.

5. Breach of contract declared by either party with a 30 day cure period for either the Employee or the Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 18.

Section 9 Severance.

The Employee is an at-will employee, serving at the pleasure of the Employer's City Council. This Agreement, and the Employee's employment with the Employer, may be terminated with or without cause by the Employer's City Council. In the event the Employee is terminated for cause, or voluntarily resigns her position with the Employer, then the Employee shall not be entitled to the payment of Severance by the Employer.

In the event the Employee is terminated by the Employer other than for cause, and during such time that the Employee is willing and able to perform his duties under this Agreement, then the Employer agrees to pay Severance equal to one-half year's base salary at the current rate of pay. This Severance shall be paid in one lump sum unless otherwise agreed to by the Employer and the Employee. This severance shall include the Employee's continued participation in the Employer's health care plan for a period of six months after her separation from City Employment. The value of the City's contribution to the cost of health care shall not exceed the established contribution for Executive employees as of the date of the Employee's separation.

In the event of Severance, the Employee shall also be compensated for all accrued sick and vacation leave.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay Severance under this section. If the Employee is convicted of a crime involving an abuse of office or position, then regardless of the term of this Agreement, if the Employee is terminated, any cash settlement, including severance, related to the termination received by the Employee from the Employer shall be fully reimbursed to the Employer.

Section 10 Resignation.

In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of 30 days' notice unless the parties agree otherwise.

Section 11 Performance Evaluation.

The Employer may annually review the performance of the Employee in the Employee's anniversary month subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum may include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 12 Hours of Work.

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule, compatible with the normal business hours of the City of National City.

Section 13 Outside Activities.

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may, upon completion of two (2) years of employment, elect to accept limited teaching, consulting or other business opportunities, and to pursue further education, with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with her responsibilities under this Agreement.

Section 14 Moving and Relocation Expenses.

The Employer shall reimburse the Employee for the cost of moving the Employee's household from its current location, said cost to be based on the lowest of three moving cost estimates furnished to the Employer by the Employee.

Section 15 Indemnification.

In accordance with federal, state or local law, the Employer shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of the performance of the Employee's duties as City Attorney, or resulting from the exercise of judgment or discretion in connection with the course and scope of performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. In such cases, the Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at the Employer's expense and the Employer may not unreasonably withhold approval. Legal representation provided by the Employer for the Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The Employer shall indemnify the Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorney's fees and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee in the course and scope of her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

The Employee recognizes the Employer shall have the right to compromise and settle any claim or suit. Further, the Employer agrees to pay all reasonable litigation expenses of the Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer. Such expense payments shall continue beyond the Employee's service to the Employer as long as litigation is pending. Further, the Employer agrees to pay the Employee reasonable consulting fees and travel expenses when the Employee serves as a witness, advisor, or consultant to the Employer regarding pending litigation.

If the Employee is convicted of a crime involving an abuse of her office or position, as defined in Government Code section 53243.4, then the Employee shall fully reimburse the Employer for any funds expended for the Employee's criminal defense, if any such funds were expended pursuant to or consistent with this Section. This paragraph shall not be construed as creating or implying an obligation by the Employer to provide a criminal defense to the Employee.

Section 16 Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17 Other Terms and Conditions of Employment

A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the National City Municipal Code, or any other law.

B. Except as otherwise provide in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other appointed employees of the Employer as provided in the Municipal Code or by practice.

Section 18 Notices.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER:

Mayor
City of National City
1243 National City Boulevard
National City, CA 91950-4397

EMPLOYEE:

Angil Morris-Jones
[at the residence address to be provided by
the Employee]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19 General Provisions.

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Effective Date. This Agreement shall become effective on August 1, 2019.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Construction. The parties acknowledge and agree that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

Section 20 City Attorney's Residency

The City Attorney acknowledges and agrees that she will establish and maintain residency within the City of National City throughout the remainder of her employment as the City Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

EMPLOYEE

By: _____
Alejandra Sotelo-Solis, Mayor

Angil P. Morris-Jones

APPROVED AS TO FORM:

Nicole Pedone
Senior Assistant City Attorney

[To be read aloud prior to Adoption of Resolution Approving Employment Agreement]

Report Out of Salary and Benefits of City Attorney Government Code Section 54953 (c)(3)

The following is a summary of the salary and benefits to be received by the City Attorney:

- Three-year and 8 month contract from April 17, 2017, through December 30, 2020.
- \$2,000 monthly increase effective August 1, 2019 with an annual salary of \$224,000.
- Establish and maintain residency in National City throughout the remainder of her contract.

Standard Executive Group Benefits

- 10 paid fixed holidays per year.
- 9 days of Administrative Leave per year.
- Vacation accrued at the rate of 13.33 hours per month.
- Employee life insurance of \$150,000.
- Availability of Health and Dental Insurance.
- Participation in CalPERS Retirement System.

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL APPROVING THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND ANGIL P. MORRIS-JONES TO EXTEND HER EMPLOYMENT THROUGH DECEMBER 30, 2020, APPROVING A SALARY INCREASE IN ACCORDANCE WITH SECTION 3 OF THE AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME WITH THE CONTRACTUAL PROVISION THAT THE CITY ATTORNEY WILL ESTABLISH AND MAINTAIN RESIDENCY IN NATIONAL CITY THROUGHOUT THE REMAINDER OF HER CONTRACT

WHEREAS, on April 18, 2017, the City Council appointed Angil P. Morris-Jones (“Employee”) as City Attorney, effective May 1, 2017; and

WHEREAS, the City Council seeks to enter into an Amended and Restated Employment Agreement, effective August 1, 2019, that extends the term of employment to December 30, 2020, and approves a salary increase in the amount of \$2,000 a month for a total annual amount of \$224,000 in accordance with Section 3 of the Agreement; and

WHEREAS, this amended Agreement establishes the contractual obligation that the City Attorney will maintain residency in National City through the remainder of her employment; and

WHEREAS, the City Attorney will receive the same benefits as the Executive Group which will remain unchanged under this Agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the City Council hereby authorizes the Mayor to execute the Amended and Restated Employment Agreement between the City of National City and Angil P. Morris-Jones, continuing her employment through December 30, 2020, and approving a salary increase in the amount of \$2,000 a month for a total annual amount of \$224,000 in accordance with Section 3 of the Agreement. Said Amended and Reinstated Agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED, the City Council authorizes the Mayor to execute the Amended and Restated Employment Agreement with the contractual provision that Angil P. Morris- Jones will establish and maintain residency in National City throughout the remainder of her contract.

PASSED and ADOPTED this 20th day of August, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) accepting the work performed by Ameresco, Inc. for the Energy Services Agreement, Phase II, CIP No. 17-03; 2\) approving the final contract amount of \\$5,440,535.54; 3\) authorizing the release of retention in the amount of \\$272,026.78; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City: 1) accepting the work performed by Ameresco, Inc. for the Energy Services Agreement, Phase II, CIP No. 17-03; 2) approving the final contract amount of \$5,440,535.54; 3) authorizing the release of retention in the amount of \$272,026.78; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

PREPARED BY: Jose Lopez, P.E., Associate Civil Engineer

PHONE: 619-336-4312

DEPARTMENT: Engineering/Public Works

APPROVED BY:

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution accepting the work performed by Ameresco, Inc. for the Energy Services Agreements, Phase II, CIP No. 17-03 and approving the final contract amount of \$5,440,535.54.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Report
4. Resolution

EXPLANATION

In accordance with the City's Energy Roadmap and Climate Action Plan, Council directed staff on June 3, 2014 to "solicit proposals pursuant to California Government Code 4217, to design, install, and finance sustainability improvements within municipal facilities."

In July 2014, the City's Engineering and Public Works Department advertised a Request for Statement of Qualifications (SOQ) for an energy services contract to make sustainability improvements to City facilities under a guaranteed energy savings contract. Proposals were solicited to provide energy-related capital improvement services through performance-based contracting. These services would include design, installation, maintenance, and monitoring of energy and water saving upgrades at City facilities with a guarantee that monetary savings will cover the cost of the upgrades. The City received two responses which were evaluated by a five member selection committee consisting of city staff, councilmembers and outside consultants. The panel gave Ameresco Inc. the highest overall rating.

Accordingly, City staff and Ameresco negotiated an Energy Audit Agreement (Phase 1). Following execution of the Energy Audit Agreement, Ameresco conducted an Energy Audit of City facilities, developed a project scope of energy and water saving measures, forecasted savings, presented a financing solution, and offered specific technical and financial assurances to reduce performance risk.

The Energy Audit provided the City with the information it needed to evaluate the costs and benefits of proceeding with wide ranging sustainability improvements for municipal facilities in Phase 2 through an Energy Services Agreement (ESA).

After the completion of the Energy Audit, Ameresco presented City staff with several viable project options. Staff evaluated the options and narrowed the options down to two, taking into consideration the best financial performance and priorities for the City. The two options were presented to City Council on September 20, 2016, where City Council gave direction to proceed with the staff recommendation of the full program scope of work (Option 2 per PowerPoint presentation presented September 20, 2016). The selected program, Option 2 (the "Project") included the following Energy Conservation Measures (ECMs):

- ECM 1: Civic Center HVAC & Controls Upgrades
- ECM 4: Solar PV
- ECM 6: HVAC Controls
- ECM 8: Interior Lighting Upgrades
- ECM 9: Exterior Lighting Upgrades
- ECM 10: HVAC Equipment Replacements
- ECM 11: Domestic Water Conservation
- ECM 12: Irrigation Controls

In March of 2017, the City submitted an application to the IRS to obtain tax credit financing through the Clean and Renewable Energy Bond ("CREB") program for a portion of the project that was eligible. On April 17, 2017, the City received approval from the IRS to issue up to \$1,800,000 in CREBS.

On June 17, 2017 the City Council adopted Resolution No. 2017-129 entering into an Energy Services Agreement with Ameresco, Inc. in the amount of \$5,403,308.

The Notice to Proceed with construction was issued on July 13, 2017. Construction started on July 17, 2017 and was completed on February 28, 2019.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by \$37,227.54. This results in a 0.69% contract increase for a final contract balance of \$5,440,535.54.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work of Ameresco, Inc., for the Energy Services Agreements, Phase II, CIP No. 17-03; 2) approve the final contract amount of \$5,440,535.54; 3) authorize the release of retention in the amount of \$272,026.78; and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 9204

NOTICE IS HEREBY GIVEN of the completion on March 1, 2019 of the Ameresco Energy Services Agreement CIP No. 17-03

Work of improvement or portion of work of improvement under construction or alteration.

Ameresco performed certain energy conservation services and installations at those City facilities attached hereto as Attachment A.

Street Address City State Zip Code

The undersigned owns the following interest or estate in said property: _____

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

Ameresco, Inc.

Name of Original Contractor

The following work and material were supplied:

Labor provided: general laborer. Materials: HVAC Mechanical Equipment, solar panels, interior and exterior lights, and irrigation lines. Services: Installation of Civic Center HVAC & Controls Upgrades, Solar Panels, Interior Lighting Upgrades, Exterior Lighting Upgrades, HVAC Equipment Replacements, Irrigation Controls as well as the implementation of Domestic Water Conservation measures.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: _____ N/A

Joint tenants, tenants in common, or other owners

Dated: August 20, 2019;

Signature of Owner

City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, declare:

I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 20, 2019 at, National City, California.

Signature: _____
ALEJANDRA SOTELO-SOLIS, MAYOR



FINAL CONTRACT BALANCE

DATE: August 20, 2019

PROJECT: ENERGY SERVICES AGREEMENT, PHASE II
FY 18/19
CIP No. 17-03

TO: Ameresco, Inc.
111 Speen St.
Framingham, MA 01701

ORIGINAL CONTRACT AMOUNT: \$5,403,308
START DATE: July 17, 2017
ORIGINAL CONTRACT COMPLETION DAY: August 14, 2018
COMPLETION DATE: February 28, 2019
EXTENSION OF WORK DAYS: 132 Working Days

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1. 1. Public Library Wattstopper System Repairs: The City asked Ameresco for a scope and price to repair and improve the existing Wattstopper lighting control system at the Public Library; 2. MLK Community Center Temperature Sensor Additions: During wireless thermostat construction at the MLK Community Center, Ameresco discovered that the placement of three wall-mounted thermostats was not good for proper system operation. At the City's direction, Ameresco added three duct-mounted sensors to address the issue; 3. Extension of Time: The City and Ameresco mutually agreed in March 2018 that it was in the City's best interest for the City to re-roof the Civic Center and Police Station before Ameresco installed solar power systems on the two buildings. The City and Ameresco agreed in principal that Ameresco would extend the duration of its work at no additional cost to the City, provided that the City would extend the project completion date. This Change Order total amount was **\$6,124.00**.

Change Order #2. During the Civic Center Roof Replacement project (separate contract), failed electrical conduits were exposed on the roof. Ameresco contracted with Baker Electric through West Coast Air to perform the repair as a change order under their agreement on a time and materials basis. Baker Electric completed the repair on 8/8/18 to help keep the City's roofing project on track. This Change Order total amount was **\$ 1,209.90**.

FINAL CONTRACT BALANCE

Westside Mobility Improvements

Specification No. 17-04

Change Order #3. This attached Change Order Request No. 3 was agreed upon by the City and Ameresco to facilitate the City's purchase of 96 light fixtures for Camacho Recreation Center. This Change Order total amount was **\$8,000.00**.

Change Order #4. Not Issued.

Change Order #5. Unforeseen asbestos abatement and disposal in the Civic Center during August 2018 not included in the base contract. The abatement was necessary to complete the HVAC improvements in the Civic Center. This Change Order total amount was **\$16,034.51**.

Change Order #6. Additional asbestos abatement activities that were necessary to facilitate HVAC improvements in the Civic Center. This Change Order No. 6 also includes a deduction for asbestos abatement completed by the City in the Civic Center Council Chambers and Large Conference Room, as a result of a disturbance by Ameresco's subcontractor. Additionally, while removing one of the rooftop air handling units, a sewer vent was discovered that needed to be extended through the penthouse roof. This Change Order total amount is **\$5,859.13**.

All Change Orders listed above increased the total contract amount **\$37,227.54**.

CONTRACT ADJUSTMENT:

As a result of the above change orders, the contract price is adjusted as follows:

1. The final contract price is adjusted to **\$5,440,535.54**
2. As a result of the satisfactory completion of said project, a retention amount of **\$272,026.78** is set for invoice processing and payment upon the receipt of signatures and City Council's approval of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Ameresco, Inc. will not be entitled to damages or additional payment for delays as described in the 2015 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RESOLUTION NO. 2019 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY:
1) ACCEPTING THE WORK PERFORMED BY AMERESCO, INC. FOR THE ENERGY SERVICES AGREEMENT, PHASE II, CIP NO. 17-03; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$5,440,535.54; 3) AUTHORIZING THE RELEASE OF RETENTION IN THE AMOUNT OF \$272,026.78; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City as follows:

It appearing to the satisfaction of the Engineering Department that all work required to be done by Ameresco Inc., for the total final contract amount of \$5,440,535.54, for the Energy Services Agreement, Phase II, CIP No. 17-03. has been completed, the City Council of National City hereby accepts said work, ratifies the release of the retention in the amount of \$272,026.78, authorizes the Mayor to execute the Notice of Completion, and orders that payment for said work be made in accordance with said contract.

PASSED and ADOPTED this 20th day of August, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Maintenance and Operating Agreement between the City of National City and A Reason to Survive \(ARTS\), consisting of a term of 30 years for the City owned land and building located at 200 East 12th Street in National City, with no contractual obligations by either party with respect to this First Amendment to the Maintenance and Operating Agreement unless the Proposition 68 Statewide Park Development and Community Revitalization Program grant funds are awarded to ARTS. \(Community Services\) **Companion Item #20**](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Maintenance and Operating Agreement between the City of National City and A Reason to Survive (ARTS), consisting of a term of 30 years for the City owned land and building located at 200 East 12th Street in National City, with no contractual obligations by either party with respect to this First Amendment to the Maintenance and Operating Agreement unless the Proposition 68 Statewide Park Development and Community Revitalization Program grant funds are awarded to ARTS. (Companion Item)

PREPARED BY: Audrey Denham

PHONE: 619-336-4243

DEPARTMENT: Community Services

APPROVED BY: 

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

No financial impact.

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Maintenance and Operating Agreement between the City of National City and A Reason to Survive.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff report
2. Maintenance and Operating Agreement with A Reason to Survive
3. First Amendment to the Maintenance and Operating Agreement with A Reason to Survive
4. Resolution



City Council Staff Report

August 20, 2019

ITEM

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Maintenance and Operating Agreement between the City of National City and A Reason to Survive (ARTS), consisting of a term of 30 years for the City owned land and building located at 200 East 12th Street in National City, with no contractual obligations by either party with respect to this First Amendment to the Maintenance and Operating Agreement unless the Proposition 68 Statewide Park Development and Community Revitalization Program grant funds are awarded to ARTS.

BACKGROUND

The Proposition 68 Statewide Park Development and Community Revitalization Program (SPP) is the largest park related grant program in California's history. The SPP creates new parks and recreation opportunities in critically underserved communities across California. With A Reason to Survive (ARTS) taking the lead, and City staff providing support, ARTS submitted an SPP grant application requesting up to \$8,500,000 to perform revitalization improvements to the ARTS Center, the Kimball Recreation Center and Kimball Park.

To qualify for the SPP grant, the City and ARTS need to execute a First Amendment to the Maintenance and Operating Agreement to construct, and operate and maintain the ARTS Center for 30 years. In addition, the City and ARTS need to execute a Turn Key Agreement, where ARTS would complete revitalization improvements to the Kimball Recreation Center and Kimball Park. Upon successful completion of the Kimball Recreation Center and Kimball Park improvements the City would assume the obligation to maintain the improvements for 30 years. In this agenda item, staff is seeking authorization to execute the First Amendment to the Maintenance and Operating Agreement. The Turn Key Agreement will follow in a separate companion agenda item.

On August 6, City Council approved the filing of the SPP application for the El Toyon Park Project. It's important to note, that the SPP allows multiple applications to be submitted for different parks and applicants can potentially receive multiple grant awards. There is no cap to the amount of grants an applicant may receive per funding cycle.

DISCUSSION

The SPP requires park renovations be designed by the residents through a variety of community outreach events and meetings. ARTS partnered with Humankind San Diego, to host design workshops throughout the City to collect feedback from the community on how the City can

improve parks, specifically the ARTS Center, the Kimball Recreation Center and Kimball Park. Humankind created a core team of resident volunteers to participate in, assist with, and lead discussions about park improvements. As a result of the community outreach, ARTS' grant application proposes to add or renovate these main features:

- Renovate ARTS building with expanded footprint.
- Low water use garden with native and ornamental plants.
- Sculpture garden.
- Elevated deck space for art exhibitions and events.
- Outdoor patio with seating and Wi-Fi.
- Water quality bioswale.
- State of the art dance studio within ARTS.

On December 5, 2017 the City and ARTS entered into a Maintenance and Operating Agreement for the ARTS Center. Following is a summary of key terms in the First Amendment to the Maintenance and Operating Agreement:

- Upon award of the SPP grant funds, the term shall be 30 years, commencing on the date when program funds are authorized by the legislature.
- If ARTS is not in default of any provision of the Agreement upon the expiration of the term ARTS may exercise an option to renew the Agreement beyond the 30 year term. ARTS' option to renew is non-binding on the CITY.
- ARTS shall maintain the SPP project after construction is complete for the duration of the 30 year term of the Agreement.
- The City may only terminate the Agreement for cause.
- Any funding awarded to ARTS through the SPP shall neither be applied towards, nor relieve or satisfy any portion of, any ARTS' Requirements under the Maintenance and Operating Agreement.
- If Prop 68 funds are not awarded to ARTS, this First Amendment will automatically terminate and have no binding legal effect.

RECOMMENDATION

Adopt the resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Maintenance and Operating Agreement between the City of National City and A Reason to Survive.

RESOLUTION NO. 2017 – 237

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AND OPERATING
AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND
A REASON TO SURVIVE (ARTS), CONSISTING OF A TERM OF 36 MONTHS
WITH AN OPTION TO EXTEND THE TERM FOR UP TO TWO ADDITIONAL 60
MONTH PERIODS FOR THE CITY-OWNED LAND AND BUILDING
LOCATED AT 200 EAST 12TH STREET IN NATIONAL CITY

WHEREAS, as part of the General Plan, the City's goal is to develop a cultural arts program to encourage and facilitate the development of art in public spaces and promote greater public awareness of architectural, urban design, and cultural heritage of the City; and

WHEREAS, A Reason to Survive ("ARTS") has been a catalyst in establishing an arts, culture, and education district in the National City downtown area, and is dedicated to creating a movement to educate the public on the importance of the arts as a prevention and intervention vehicle to create positive transformation in children and youth facing adversity; and

WHEREAS, the City owns the improved real property commonly known as 200 East 12th Street, National City (the "Property"); and

WHEREAS, the improvements on the Property are sometimes referred to as the "Arts Center" building; and

WHEREAS, the City desires the services of an organization to maintain and operate the Property in a manner beneficial to the culture and educational enrichment of the general public; and

WHEREAS, the City has further determined that ARTS is skilled in creating public art, including capital art projects, that beautifies the community, and is capable of lifting the spirits of residents and visitors to National City ; and

WHEREAS, ARTS and the City desire to enter into a Maintenance and Operating Agreement ("Agreement") for the Property with a term of thirty-six (36) months with an option to extend the term for up to two (2) sixty (60) month periods for ARTS to provide arts, culture, and education at the property located at 200 East 12th Street; and

WHEREAS, ARTS will pay one dollar (\$1) and deliver projects and programs in an annual value of \$125,000 in consideration of the Agreement; and

WHEREAS, as of December 31, 2017, ARTS will owe a balance of \$112,500 in unpaid rent ("Unpaid Rent"); and

WHEREAS, the Unpaid Rent will be paid off by the additional delivery of \$112,500 in Projects and Programs during the initial thirty-six (36) month term; and

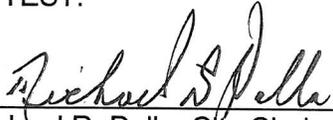
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City authorizes the Mayor to execute a Maintenance and Operating Agreement by and between the City and A Reason to Survive (ARTS), consisting of a term of 36 months with an option to extend the term for up to two additional 60 month periods for the City-owned land and building located at 200 East 12th Street in National City. Said Maintenance and Operating Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 5th day of December, 2017.



Ron Morrison, Mayor

ATTEST:



Michael R. Dalla, City Clerk

APPROVED AS TO FORM:



Arjil P. Morris-Jones
City Attorney

Passed and adopted by the Council of the City of National City, California, on December 5, 2017 by the following vote, to-wit:

Ayes: Councilmembers Mendivil, Morrison, Rios, Sotelo-Solis.

Nays: Cano

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON
Mayor of the City of National City, California

MICHAEL R. DALLA
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2017-237 of the City of National City, California, passed and adopted by the Council of said City on December 5, 2017.



Michael R. Dalla
City Clerk of the City of National City, California

By: _____
Deputy



MAINTENANCE AND OPERATING AGREEMENT

by and between

CITY OF NATIONAL CITY

and

A REASON TO SURVIVE

Dated as of December 5, 2017

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**MAINTENANCE AND OPERATING AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
A REASON TO SURVIVE**

This Maintenance and Operating Agreement (the “Agreement”) is entered into as of December 5, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and A REASON TO SURVIVE (“ARTS”), a California non-profit corporation.

RECITALS

- A. WHEREAS, the CITY owns the improved real property commonly known as 200 East 12th Street, National City, California (the “Property”). The improvements on the Property are sometimes referred to as the “Arts Center” building. A description of the Property is attached hereto as Exhibit “A” and Exhibit “B”, incorporated herein by reference.
- B. WHEREAS Article 11, Section 7 of the California Constitution empowers the City to provide for the health and welfare of its residents.
- C. WHEREAS, the CITY desires to enter into a Maintenance and Operating Agreement due to the special services to be performed under this Agreement for the City and to facilitate a more collaborative relationship between the CITY and the operator of the Premises.
- D. WHEREAS, one of the goals of the CITY’s General Plan is to develop a cultural arts program that encourages and facilitates the development of art in public spaces and promotes greater public awareness of architectural, urban design, and cultural heritage of the CITY.
- E. WHEREAS, the CITY desires the services of an organization to maintain and operate the Property in a manner beneficial to the public.
- F. WHEREAS, ARTS has been a catalyst in delivering arts, culture and education programs and projects in National City, and has created a movement behind the importance of the arts as a prevention and intervention vehicle to create positive transformation in children and youth facing adversity.
- G. WHEREAS, the CITY has further determined that ARTS is skilled in creating Public Art (defined below), including capital art projects, which beautifies the community, and is capable of lifting the spirits of residents and visitors to National City.
- H. WHEREAS, the CITY wishes to have ARTS maintain and operate the Property as an arts center for the community’s benefit, and ARTS is willing to operate and maintain the Property for such a purpose.

- I. WHEREAS, the benefits of ARTS' continued work in National City, as explained in these Recitals, justifies ARTS' options to pay the Unpaid Rent (defined below) as provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing facts, and in consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE 1 TERM OF AGREEMENT

- 1.1 Term. The term of this Agreement shall be thirty-six (36) months, commencing January 1, 2018 (the "Commencement Date") and expiring on December 31, 2021.
- 1.2 Option to Extend Term. If ARTS is not in default of any provision of this Agreement upon the expiration of the term described in Article 1.1, the City Manager or designee may extend the term for up to two (2) additional sixty (60) month periods. The initial thirty-six month term, and any extension pursuant to this Article 1.2, shall collectively be referred to hereafter as the "Term."

ARTICLE 2 THE PROPERTY

- 2.1 License for Use of Property. For the purpose of operating the public arts center for the benefit of the residents and visitors of National City, the CITY grants ARTS a revocable license to enter and operate the Property, subject to the covenants and conditions hereinafter set forth, as of the Commencement Date.
- 2.1.1 Parking. ARTS shall neither have reserved parking nor exclusive on-site parking spaces. The CITY will maintain control of the public parking lot adjacent to the ARTS building.
- 2.2 Ownership of Personal Property and Improvements. The rights and obligations of the parties regarding the ownership of personal property and improvements on the Property shall be as follows:
- 2.2.1 Ownership of Personal Property. All improvements existing on the Property (Improvements), together with all fixtures permanently attached to the Property (Fixtures), as of the Commencement Date shall remain the property of the CITY during the Term. ARTS shall not remove any Improvements or Fixtures from the Property and shall also not waste, destroy, or modify any Improvements or Fixtures on the Property, except as permitted by this Agreement.
- 2.2.2 Ownership of Improvements and Equipment. All improvements made to the property by ARTS shall become the property of the CITY.

ARTICLE 3
PERMITTED USE

- 3.1 Purpose. It is the intention of the parties that operation of the Property by ARTS will encourage and foster arts education programming, creative youth development, project-based learning, and support services for the students and families at the ARTS Center Building, as well as the creation of public art projects in the community.
- 3.2 Projects and Programs. In exchange for its use of the Property, ARTS shall provide capital projects and programming services (“Projects”) within National City’s jurisdictional boundaries during the Term. Such Projects shall serve as consideration for the use of the Property and shall include: (a) capital improvements to the ARTS Center building; (b) the performance of works of authorship as described in Civil Code Articles 980-989 and in Articles 106A and Section 113(d) of Title 17 of the United States Code (hereafter “Public Art”), throughout the community utilizing various media; (c) community event banners; (d) public gateway improvements, that may include aspects of Public Art; and (e) landscape, streetscape, and park improvements. The obligations described in this Article 3.2 are in addition to all other Property maintenance obligations more specifically described herein.
- 3.2.1. Value of Projects and Programs. The annual value of the Projects and Programs shall total at least one hundred twenty-five thousand dollars (\$125,000.00). Of this \$125,000, ARTS must obtain at least \$25,000 for the Projects through fundraising.
- 3.2.2. Method of Determining Value of Projects and Programs. The value of all Projects shall be determined according to (a) the dollar value of each Project, as represented by a separate written agreement approved by the City Manager, or designee, or (b) copies of invoices, receipts, or bills demonstrating the dollar value of materials purchased for a Project. ARTS must promptly make all invoices, receipts, or bills demonstrating the dollar value of materials purchased for a Project available to the City Manager, or designee, upon written request.
- 3.2.2. Pre-Existing Balance. ARTS expressly acknowledges that, before the Term of this Agreement commenced, ARTS owed the CITY \$112,500 in unpaid rent under the July 1, 2015 Lease Agreement (“Unpaid Rent”). The Unpaid Rent represents monthly rent accrued between October 1, 2015 and December 31, 2017. ARTS must either: pay the Unpaid Rent in one lump sum, or provide Projects to the CITY whose collective cost of completion equals the Unpaid Rent. No fundraising minimums will apply to ARTS’ payment of the Unpaid Rent. If ARTS chooses to pay the Unpaid Rent pursuant to Article 3.2.2., ARTS must separately track and invoice the value of those Projects that will apply to pay off the \$112,500 from other Projects intended to satisfy Article 3.2.1.

3.2.3 Waiver of Artistic Rights. Consistent with Article 9.2, ARTS expressly waives and disclaims any residual rights in the Projects granted to ARTS by state or federal law, including Civil Code Articles 980 through 989 relating to intellectual property and artistic works, and 17 United States Code Section 106A and Section 113(d) relating to artists rights.

3.3 Hours of Operation. ARTS will open the Property to the public Monday through Friday from 9:00 a.m. to 5:00 p.m.

3.4 Service Fees. ARTS shall not provide any programs and services for profit. However, ARTS may charge user fees for classes and programs offered to school groups and the community to offset costs incurred by ARTS in its maintenance and operation of the Property. Any fees charged under this Article 3.4 must be approved by the City Manager or designee. There will be no fee for the public to gain access to the Property during those hours of operation listed in this Article 3.

3.5 Reporting by ARTS. ARTS shall provide quarterly reports to the City Manager, or designee, that provide Statistical Information (defined below) for the immediately preceding quarter. Each quarterly report shall contain, at a minimum, the total number of: (a) National City residents who participated in ARTS' Projects; (b) participants and volunteers who participated in ARTS' Projects; (c) events and programs coordinated; (d) and capital projects completed. The quarterly reports shall also include reports on ARTS' operating and maintenance plans, long-term and short-term goals, and any other pertinent statistics. The information required to appear in the quarterly reports by this Article 3.5 will be referred to as "Statistical Information." Each quarterly report will include all previous quarters' Statistical Information, if any. ARTS will deliver the quarterly report to the CITY at a mutually agreeable date and time.

3.6 Annual Budget. ARTS shall provide the CITY Manager, or designee, with a courtesy copy of the proposed budget for ARTS' estimated maintenance and operating expenses for the Property by July 1st of each year during the Term. ARTS shall provide to the City Manager, or designee, an audited financial report and tax return, forty-five (45) days following June 30 of each year during the Term.

3.7 Volunteer Management. ARTS may utilize volunteers to operate the Property, and in providing the Projects required by this Agreement. ARTS is responsible for recruiting, training, and managing all volunteers on the Property. Volunteers are considered the responsibility of ARTS for the purpose of workers compensation or general liability.

3.8 Alcohol Use. ARTS, or third parties with permission from ARTS, may, hold events on the Property where alcoholic beverages are served. Alcoholic beverages shall be served subject to the following requirements:

- Alcohol will not be served during youth programming under any circumstances.
- Alcohol will be served in limited areas of the Property, designated by ARTS in advance, and approved by the City Manager or designee.

- Alcoholic beverages must be served by a licensed bartender, with a copy of the bartender’s license on the Property.
- The event host must obtain approval from the state Department of Alcoholic Beverage Control to serve alcohol.
- The event host is responsible for all guest behavior during and following the service of alcohol.
- “Last call” for service of alcohol shall be at least thirty (30) minutes prior to the scheduled end of the event.

When third parties (with permission from ARTS) serve alcoholic beverages, the following additional requirements shall apply:

- The third party shall provide the CITY proof of liability insurance acceptable to the City’s Risk Manager.
- The third party shall provide two licensed security guard for every 100 guests registered to attend the event.
- ARTS shall reserve the authority to immediately terminate an event if ARTS determines, in its sole discretion, the third party has not complied with any requirement of this Article 3.8.
- ARTS shall provide the CITY a copy of their third party rental agreement template for approval.

3.9 Consideration. ARTS payment of \$1.00 to the CITY, in addition to ARTS’ provision of “Projects” under Article 3.2 and the mutual benefit to be derived from ARTS’ performance under the remainder of this Agreement, shall serve as the sole consideration due the CITY for ARTS’ license to use and operate the Premises.

3.10 Compliance with Laws. ARTS, at its sole expense, shall procure, maintain, and hold available for the CITY’s inspection any governmental license or permit required for the proper and lawful conduct of ARTS’ operation of the Property. ARTS shall not use the Property for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders, or requirements of the State of California, the County of San Diego, the CITY, or of other lawful authorities. ARTS shall, at its sole expense, comply with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term (Laws or Orders), regulating the use by ARTS of the Property.

ARTICLE 4 UTILITIES

4.1 Utility Services. The CITY shall be responsible for maintaining reasonable utility services to the Property. The CITY shall pay for Twenty Thousand and no/100 Dollars (\$20,000) worth of electricity and reasonable water usage at the Premises. ARTS shall pay for all costs of electricity that exceeds the sum listed in this Section 4.1. If the CITY

determines, in its sole discretion, that ARTS is negligent in its use of the utilities, including water usage, the CITY may hold a good faith meet and confer meeting with ARTS to discuss its utilities usage.

ARTICLE 5 REPAIRS AND MAINTENANCE

- 5.1 ARTS' Repair and Maintenance Obligations. ARTS acknowledges that it has made a thorough inspection of the Property and that it accepts the Property "as-is" as of the Commencement Date. At ARTS' own cost and expense, ARTS shall repair, replace, and maintain the Property in good, tenable condition as necessary. ARTS shall not be obligated to repair or replace damage to the Property caused by ordinary wear and tear. ARTS shall maintain the Property in an accessible manner for use by individuals with disabilities and comply with federal and state law regarding accessibility, including but not limited to the Americans with Disabilities Act and California's Disabled Persons Act. Other than repair work in emergency situations not exceeding Three Thousand and no/100 Dollars (\$3,000), ARTS shall not perform any repair work without the CITY's prior written consent. As used in this Article 5.1, "emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. All emergency repairs performed by the City on the Property are governed by Public Contract Code Section 22050. ARTS' obligations under this Article shall apply regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, the fault or not the fault of ARTS, its agents, employees, volunteers, invitees, visitors, or contractors. All replacements made by the ARTS shall be of like size, kind, and quality to the items replaced.
- 5.2 CITY Repair and Maintenance Obligations. For any repair and maintenance work exceeding Three Thousand and no/100 Dollars (\$3,000), the CITY will consider the nature and priority of the work and available funding to determine if and when such repairs will be completed.
- 5.3 CITY Right to Inspect; CITY Not Obligated to Repair or Maintain. ARTS shall permit the CITY to enter the Property at all times during usual hours of operation to inspect the Property. Any entry pursuant to this Article 5.3 shall not unreasonably interfere with ARTS' operation of the Property. However, nothing contained in this Article 5 shall create any duty on the part of the CITY to do any work which, under any provision of this Agreement, ARTS may be required to do.

ARTICLE 6 IMPROVEMENTS; ALTERATIONS

- 6.1 Alterations. ARTS may alter, replace, add to, change, or construct additional improvements to the Property (collectively, "Alterations") as ARTS may find necessary or convenient for its operation of the Property. Any Alterations performed by ARTS

under this Article 6.1 shall be performed: (a) at ARTS' sole cost and expense; (b) with the CITY's prior written consent; and (c) in accordance with construction plans submitted to and approved by the CITY.

- 6.2 Construction Permits and Licenses. At all times during the Term, ARTS shall procure, at its sole cost and expense, all permits and licenses that are necessary or required from any local governmental agency for the proposed construction of any Alterations. The CITY may, in its sole discretion, waive CITY permitting fees where applicable.
- 6.3 Proposed Plans. In its sole discretion, the CITY may require ARTS to do any of the following:
- Submit a complete set of proposed plans of any Alterations to the CITY;
 - Apply for and receive a permit from the Building Department to complete any Alterations;
 - Within sixty (60) days of a written request, furnish the CITY with a complete set of "as-built" plans for any CITY-approved Alterations.
- 6.4 Prevailing Wages. ARTS shall comply with prevailing wage statutes for any work not performed by volunteers.

ARTICLE 7 MECHANICS' LIENS; STOP NOTICES

- 7.1 Mechanics' Liens; Stop Notices. ARTS shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics Lien Law in effect at time and place of construction, done by it, or caused to be done by it, on the Property, and for all materials furnished for or in connection with any such work. If any lien or stop notice is filed against the Property, ARTS shall cause the lien or stop notice to be discharged of record within one hundred eighty (180) days after it is filed. ARTS shall indemnify, defend, and hold the CITY harmless from any and all liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers, materialmen, or others for work performed, or materials or supplies furnished for ARTS or persons claiming under ARTS.
- 7.2 Notice of Lien or Stop Notice. Should any claim of lien or stop notice related to ARTS' work of improvement of the Property be filed against the Property, or any action be filed against the Property, or any action affecting the title to the Property be commenced, the party receiving notice of such lien or stop notice or action shall immediately give the other party written notice thereof.
- 7.3 Notice of Non-Responsibility. The CITY or its representatives shall have the right to post and keep posted on the Property notices of non-responsibility or such other notices which the CITY may deem to be proper for the protection of the CITY's interest in the

Property. ARTS shall, before the commencement of any work which might result in any such lien or stop notice, give to the CITY written notice of its intention to do so with sufficient time to enable posting of such notices.

ARTICLE 8 TAXES

- 8.1 Definition. “Taxes” shall mean all taxes, governmental bonds, special assessments, charges, or transfer taxes, license and transaction fees, including, but not limited to, (a) any state, local, federal income tax, or any real or personal property tax, (b) increases in taxes attributable to ARTS’ operation of the Property, or (c) any taxes which are essentially payments to a governmental agency, other than the CITY, for the right to make improvements to the Property.
- 8.2 Possessory Interest. Notwithstanding Article 2.1, ARTS acknowledges that this Agreement may create a possessory interest subject to property taxation and that ARTS may be subject to the payment of taxes levied on such interest. ARTS shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon the Property.
- 8.3 Responsibility for Payment of Taxes. The CITY shall not be obligated to pay any Taxes accruing against any interest in ARTS’ use of the Property at any time before or during the Term. ARTS shall pay any Taxes that accrue against any interest in ARTS’ use of the Property. Additionally, ARTS shall pay any Taxes levied upon any Improvements, Fixtures, or Personal Property located on the Property to the extent such Taxes result from ARTS’ operations or other activities held upon, or in connection with, the Property.

ARTICLE 9 INDEMNIFICATION AND INSURANCE

- 9.1 ARTS Indemnity. The CITY shall not be liable for, and ARTS shall defend, indemnify, and hold harmless the CITY, its officers, officials, agents, employees, and volunteers from any and all claims, costs, liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys’ fees, and defense costs, of any kind or nature, including workers’ compensation claims resulting from, related to, or arising out of ARTS’ improvement, operation or use of the Property, or arising either directly or indirectly from any act, error, omission, or negligence of ARTS or its contractors, licensees, invitees, members, agents, servants or employees; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, officials, employees, or volunteers. CITY will cooperate reasonably in the defense of any action, and ARTS shall employ competent counsel, reasonably acceptable to the CITY’S City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

- 9.1.1 Third Party Indemnity. ARTS shall not invite third party organizations onto the Property until said third party organization furnishes CITY a written agreement in which it indemnifies and holds CITY harmless, upon terms satisfactory to CITY.
- 9.1.2 Waivers from Third Parties. ARTS agrees to obtain from all guests, invitees, or third party organizations whose participants visit the Property, a waiver of liability and hold harmless agreement upon terms satisfactory to the CITY.
- 9.2 Ownership Rights and Licenses to Artwork; Waiver. Through its provision of Projects to the CITY, ARTS makes an unconditional donation, in perpetuity, of all Public Art to the CITY. ARTS acknowledges that the CITY is authorized to accept donations of Public Art pursuant to Sections 37354 and 37355 of the Government Code. Before beginning each Project that contains Public Art, ARTS and all individuals participating in the Project must sign a CITY-approved waiver that expressly waives and disclaims any and all rights they each may have under the California Art Preservation Act, as set forth in Civil Code Section 980-989, and any rights under the Visual Artists Rights Act, as set forth at 17 U.S.C. Section 106A and Section 113(d) to any Public Art created pursuant to this Agreement. ARTS, and all participants who create Public Art, shall not attempt to defeat Sections 3.2.3 and 9.2 by cooperating with any organization which seeks to bring an action under Civil Code Article 989 or any other applicable provision of law.
- 9.2.1. Ownership of Materials. Ownership of all materials and concepts produced for the CITY under this Agreement, including but not limited to completed Projects, and all rights to licensing and reproductions of Public Art, shall pass to and become the property of the CITY once the CITY accepts the completed Project. The CITY, at its option, will store all drawings and materials that may assist with future repairs.
- 9.2.2. Assignment of Rights. ARTS hereby assigns to the CITY all rights to produce, give, sell, and distribute still or motion images and models or other likeness of any kind of Public Art but shall exercise no rights thereto inconsistent with any provision of this Article 9.2. Any Memoranda, Reports, Maps, Drawings, Renderings, Photos, Plans, Specifications, and other documents prepared by ARTS for any Projects, whether paper or electronic, shall become the property of the CITY for use with respect to the specific Project provided to the CITY, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.
- 9.2.3. Survival. The provisions of this Article 9.2 shall survive the termination of this Agreement.
- 9.3 Insurance. ARTS, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, and third party organizations ARTS invites onto the Property, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

- 9.3.1 **Commercial General Liability Insurance (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location.” The Commercial General Liability required by this Section must include Sexual Misconduct Liability coverage.
- 9.3.2 **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles (“Any Auto”). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.
- 9.3.3 **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of ARTS’ employees, and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.
- 9.3.4 **Property insurance** against all risks of loss to any improvements or betterments made by ARTS, or any third party with permission from ARTS, at full replacement cost with no coinsurance penalty provision.
- 9.3.5 The aforesaid policies shall constitute primary insurance, at least as broad as ISO CG 20 01 04 13, as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’s Risk Manager, at the address listed in Article 9.3.7 below, of cancellation or material change.
- 9.3.6 If required insurance coverage is provided on a “claims made” rather than “occurrence” form, ARTS shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.
- 9.3.7 The Certificate Holder for all policies of insurance required by this Article 9.3 shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

- 9.3.8 Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.
- 9.3.9 This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If ARTS does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- 9.3.10 All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 9.3, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 9.3.11 If ARTS maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by ARTS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

ARTICLE 10 TERMINATION

- 10.1 This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to ARTS. During said 60-day period, ARTS shall perform all services in accordance with this Agreement. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by ARTS in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY. Termination with or without cause shall be effected by delivery of written Notice of Termination to ARTS as provided for herein. The CITY further reserves the right to immediately terminate this Agreement upon: (a) the filing of a petition in bankruptcy affecting ARTS; (b) a reorganization of ARTS for the benefit of creditors; or (c) a business reorganization, change in business name or change in business status of ARTS.

ARTICLE 11
HAZARDOUS MATERIALS

11.1 Hazardous Materials Laws-Definition. As used in this Article, the term “Hazardous Materials’ Laws” means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called “common law”) relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Property, soil and ground water conditions, or other similar substances or conditions. The following legal authority is a non-exhaustive list of the legal authority that applies to the definition of the term “Hazardous Materials Laws”:

- the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., Section 9601 *et seq.*)
- the Hazardous Materials Transportation Act, as amended (49 U.S.C., Section 1801 *et seq.*), and
- the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., Section 6901 *et seq.*)

11.2 Hazardous Materials - Definition. As used in this Article the term “Hazardous Materials” means any chemical, compound, material, substance or other matter that:

11.2.1 is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

11.2.2 is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

11.2.3 gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or;

11.2.4 is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or the ARTS with respect to any third person under any Hazardous Materials Law.

11.3 ARTS Representations and Warranties. ARTS represents and warrants that, during the Term or any extension thereof, ARTS shall comply with the following provisions of this Article unless otherwise specifically approved in writing by the CITY, subject to the terms and conditions of the ARTS’ maintenance obligations provided elsewhere in this Agreement:

- 11.3.1 ARTS shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Property by ARTS, its agents, employees, assigns, contractors or invitees, except as required by ARTS' permitted use of the Property in the normal course of operations;
- 11.3.2 Any handling, transportation, storage, treatment, or usage by ARTS of Hazardous Materials that is to occur on the Property following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;
- 11.3.3 Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Property following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Property by ARTS at its sole expense, and any such discharge shall be promptly reported in writing to the CITY, and to any other appropriate governmental regulatory authorities;
- 11.3.4 No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by ARTS on the Property;
- 11.3.5 No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by ARTS on the Property without the CITY's prior written consent;
- 11.3.6 ARTS shall promptly supply the CITY with copies of all notices, reports, correspondence, and submissions made by ARTS to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and
- 11.3.7 ARTS shall promptly notify the CITY of any liens threatened or attached against the Property pursuant to any Hazardous Materials' Law. If such a lien is filed against the Property, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Property pursuant to the lien, ARTS shall either:
 - (a) pay the claim and remove the lien from the Property, or
 - (b) furnish either:
 - (1) a bond or cash deposit reasonably satisfactory to the CITY in an amount not less than the claim from which the lien arises, or;
 - (2) other security satisfactory to the CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises.

11.3.8 At the end of this Agreement, ARTS shall surrender the Property to the CITY free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Property.

ARTICLE 12
ASSIGNMENT; THIRD PARTY USE OF PROPERTY

- 12.1 Assignment; CITY's Consent Required. ARTS shall not voluntarily or involuntarily assign or otherwise transfer all or any portion of its rights and duties under this Agreement without the CITY's prior written consent. Any attempted assignment or transfer without the CITY's prior written consent shall be void.
- 12.2 Third Party Use of the Property. ARTS may engage third party organizations to provide special services or programming at the Property if:
- 12.2.1 The CITY consents, in writing, to the third party organizations' proposed use of the Property and;
- 12.2.2 The third party organization obtains policies of insurance acceptable to the City's Risk Manager and Article 9.3 of this Agreement.

ARTICLE 13
DEFAULTS BY ARTS OR BY CITY; REMEDIES

- 13.1 Events of Default; Remedies. The following sub-articles shall apply if either ARTS or the CITY neglects, fails to perform, or fails to observe any of their respective obligations under the terms, covenants, or conditions contained in this Agreement ("Default"):
- 13.1.1 Thirty-Day Correction of Default. If either ARTS or the CITY determines that the other party is in Default, then the non-defaulting party must provide the defaulting party written notice of the Default and thirty (30) days to correct the Default.
- 13.1.2 Extended Correction of Default. If the defaulting party determines that more than thirty (30) days is required to correct the Default, the defaulting party must provide the other party written notice of the reasons why additional time is required to correct such Default. The defaulting party must use diligent efforts to correct a Default under this Article 13.1.2 and, in any case, must correct such Default within ninety (90) days from the date of the written notice of default.
- 13.1.3 Remedies for Failure to Correct Default. If the defaulting party fails to comply with Article 13.1.1. or 13.1.2, then the non-defaulting party may immediately terminate this Agreement. The defaulting party shall be liable to the non-defaulting party for any and all damages sustained by the non-defaulting party as a result of the defaulting parties' breach.

ARTICLE 14
ABANDONMENT

- 14.1 Abandonment. ARTS shall not vacate or abandon the Property at any time during the Term nor permit the Property to remain unoccupied for a period of longer than five (5) consecutive days during the term of this Agreement. These provisions shall not apply if the Property is closed and operation is temporarily discontinued therein on account of strikes, lockouts, acts of nature, or similar causes beyond the reasonable control of ARTS. Any exceptions must be submitted in writing to the City Manager or designee for approval.

ARTICLE 15
DAMAGE OR DESTRUCTION

- 15.1 ARTS' Duty to Repair Casualty. ARTS shall, as expeditiously as reasonably possible, repair any damages to the Property caused by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), and repair, restore, and replace any such damaged or destroyed Fixtures, Improvements or Personal Property ("Casualty Repairs"). Any Casualty Repairs made under this Article 15 are:
- (a) To be performed at ARTS' sole cost and expense;
 - (b) To be performed except as otherwise provided in this Article 15; and are
 - (c) Subject to all other terms and conditions of this Agreement.
- 15.2 Construction Provisions. In the event of any reconstruction of the Property, Fixtures or Improvements required of ARTS pursuant to this Article, ARTS shall repair the Property, and repair or rebuild such Fixtures and Improvements, to substantially the same condition they were in immediately preceding such Casualty.
- 15.3 No Abatement. In the event of reconstruction, replacement, or repair by ARTS pursuant to this Article, ARTS shall continue its operations on the Property during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. ARTS shall not be entitled to any compensation or damages from CITY for: (a) loss of use of the whole or any part of the Property; (b) ARTS' Personal Property; or (c) any inconvenience or annoyance occasioned by such damage, reconstruction, or replacement.
- 15.4 Major Destruction. Notwithstanding any of the foregoing provisions of this Article to the contrary, if, at any time after the Commencement Date, (a) the Improvements are damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (b) the damage is such that the Improvements cannot be repaired and restored within one hundred and eighty (180) days after the Casualty, then ARTS shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the CITY.

ARTICLE 16
EMINENT DOMAIN

- 16.1 Condemnation. ARTS may terminate this Agreement within twenty (20) days after the date that a condemning authority (by a party other than the CITY) takes possession of the Property by delivery of written notice of such condemnation if:
- (a) If all of the Property is taken under eminent domain proceedings; or
 - (b) less than all of the Property is taken under such eminent domain proceeding and the part taken substantially impairs the ability of ARTS to use the remainder of the Property for the purposes permitted by this Agreement.

In the absence of such written notice from a condemning authority, ARTS may terminate this Agreement within twenty (20) days after the condemning authority shall have taken possession.

- 16.2 Continuation of Operating Agreement after Condemnation. If this Agreement is not terminated by ARTS, it shall remain in full force and effect as to any portion of the Property remaining, and this Agreement will end as of the date possession of the part taken by the public entity as to the part of the Property that is taken.
- 16.3 Award. All monies awarded in any condemnation shall belong to the CITY. The CITY shall have no liability to ARTS for any award not provided by the condemning authority.

ARTICLE 17
SALE OR MORTGAGE BY CITY

- 17.1 Sale or Mortgage. The CITY may, pursuant to existing and subsequently enacted CITY ordinances and State laws, at any time, and without the consent of ARTS, vacate, sell, purchase, exchange, transfer, assign, lease, encumber or convey the CITY's interest in whole or in part, in the Property (collectively referred to in this Article as a "Sale"). The CITY shall provide to ARTS written notice of the CITY's intent to a Sale or discontinuance pursuant to this Article at least ninety (90) days prior to said proposed transfer.
- 17.2 Release on Sale. From and after a Sale or discontinuance of the CITY's entire interest in the Property, the CITY shall be released from all liability to ARTS and ARTS successors and assigns arising from this Agreement because of any act, occurrence, or omission of the CITY occurring after such Sale.

ARTICLE 18
CITY'S RIGHT OF ACCESS

- 18.1 Right of Entry. CITY, its agents, employees, and contractors may enter the Property at any time with or without notice to ARTS to:

- (a) respond to health and safety concerns;
- (b) inspect the Property and Improvements;
- (c) determine whether ARTS is complying with its obligations in this Agreement (including its obligations with respect to compliance with Hazardous Materials Laws)
- (d) post notices of non-responsibility or similar notices
- (e) inspect the progress of construction of any improvement; or
- (f) make repairs that this Agreement requires or allows CITY to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Property

All work enumerated in this Article 18.1 must be done as promptly as reasonably possible and so as to cause as little interference to ARTS as reasonably possible.

ARTICLE 19
NOTICES

19.1 Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be in writing, mailed or personally delivered to the other party at the addresses specified below. Mailed notices shall be sent by United States Postal Service, postage prepaid and shall be deemed to have been given, delivered, and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered, and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

CITY: City Manager
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4397

With a copy to: Community Services Recreation Superintendent
 City of National City
 140 East 12th Street, Suite B
 National City, CA 91950

ARTS: A Reason to Survive, Inc.
 Executive Director
 200 East 12th Street
 National City, CA 91950

ARTICLE 20
NON-DISCRIMINATION

- 20.1 Non-Discrimination. ARTS hereby covenants by and for itself, its successors, assigns and all persons claiming under or through it, that this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, age, color, creed, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition or ancestry in the use, operation, or enjoyment of the Property.

ARTICLE 21
RECORDS, ACCOUNTS, AND AUDITS

- 21.1 ARTS' Duty to Keep Records. ARTS shall, at all times during the Term, and for a period of five (5) years following expiration or earlier termination of this Agreement, keep or cause to be kept, true and complete books, records and accounts of all (a) construction undertaken pursuant to the rights conferred on ARTS under this Agreement, and (b) financial transactions in the operation of all business activities, of whatever nature, conducted pursuant to the rights granted by this Agreement. Such records shall also include the source and disposition of all trash and other waste collected and disposed of by ARTS in the operation of its business. Said records must be supported by source documents such as receipts, invoices, sales slips, cash register tapes, purchase invoices or other pertinent documents.
- 21.2 CITY's Right to Audit. All ARTS books, accounts, and records shall be kept and made available at one location within the limits of the County of San Diego. The CITY shall have the right at any reasonable time to examine and perform audits of ARTS' records pertaining to (a) construction undertaken pursuant to the rights conferred on ARTS under this Agreement, and (b) its operations on the Property, including, without limitation, any records pertaining to ARTS' use of utilities on the Property. The cost of said audits shall be borne by the CITY, except that ARTS shall provide to the CITY, at ARTS' expense, necessary data to enable the CITY to fully comply with each and every requirement of the State of California or by the United States of America for information or reports relating to this Agreement and to ARTS' use of the Property.

ARTICLE 22
ADMINISTRATIVE PROVISIONS

- 22.1 Authority. ARTS represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person executing this Agreement on behalf of ARTS is the duly designated agent of ARTS and is authorized to do so.

- 22.2 Captions. The captions and headings appearing in this Operating Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.
- 22.3 CITY Approval. Except where stated in this Agreement to the contrary, the phrases “CITY approval,” and “CITY’s written approval” or such similar phrases shall mean approval of the City Manager or designee, which approval shall not be unreasonably withheld.
- 22.4 Cumulative Remedies. In the event of a default under this Agreement, each party’s remedies shall be limited to those remedies set forth in this Agreement. Any such remedies are cumulative and not exclusive of any other remedies under this Agreement to which the non-defaulting party may be entitled.
- 22.5 Entire Agreement. This Agreement, together with all addenda and exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
- 22.6 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference: Exhibit “A”: Legal description of the Property
- 22.7 Force Majeure. If either party is prevented or delayed from performing any act or discharging any obligation hereunder, because of any and all causes beyond either party’s reasonable control, including unusual delays in deliveries, abnormally adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, acts of terrorism, civil commotion and fire or other casualty, legal actions attacking the validity of this Agreement or the CITY or ARTS’ operations of the Property, or any other casualties beyond the reasonable control of either party (“Force Majeure”), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.
- 22.8 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 22.9 Independent Contractor. ARTS acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; and that it, as well as any persons, contractors or agents it may employ, are not employees of CITY for any purpose.
- 22.10 Interpretation. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.

- 22.11 ARTS' Agreement Administration. ARTS confirms that ARTS' Agreement Administrator has been given full operational responsibility for compliance with the terms of this Agreement. ARTS shall provide the CITY with a written schedule of its normal hours of business operation on the Property, and ARTS' Agreement Administrator, or a representative designated thereby, shall be available to the CITY during ARTS' normal business hours, to resolve problems or answer question pertaining to this Agreement and ARTS' operations on the Property.
- 22.12 Modification. The provisions of this Agreement may not be modified, except by a written amendment signed by both parties.
- 22.13 Partial Invalidity. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- 22.14 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein. ARTS shall not assign this agreement to any other party unless approved in writing by the CITY.
- 22.15 Time of Essence. Time is of the essence of each and every provision of this Agreement.
- 22.16 Waiver. No provision of this Operating Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

IN WITNESS WHEREOF, the CITY and ARTS have duly executed this Agreement as of the day and year first above written.

CITY OF NATIONAL CITY

By: _____

Ron Morrison, Mayor

APPROVED AS TO FORM:

Angil P. Morris-Jones

By: _____

Roberto M. Contreras
Deputy City Attorney

A REASON TO SURVIVE a California non-profit corporation, d.b.a. "ARTS"

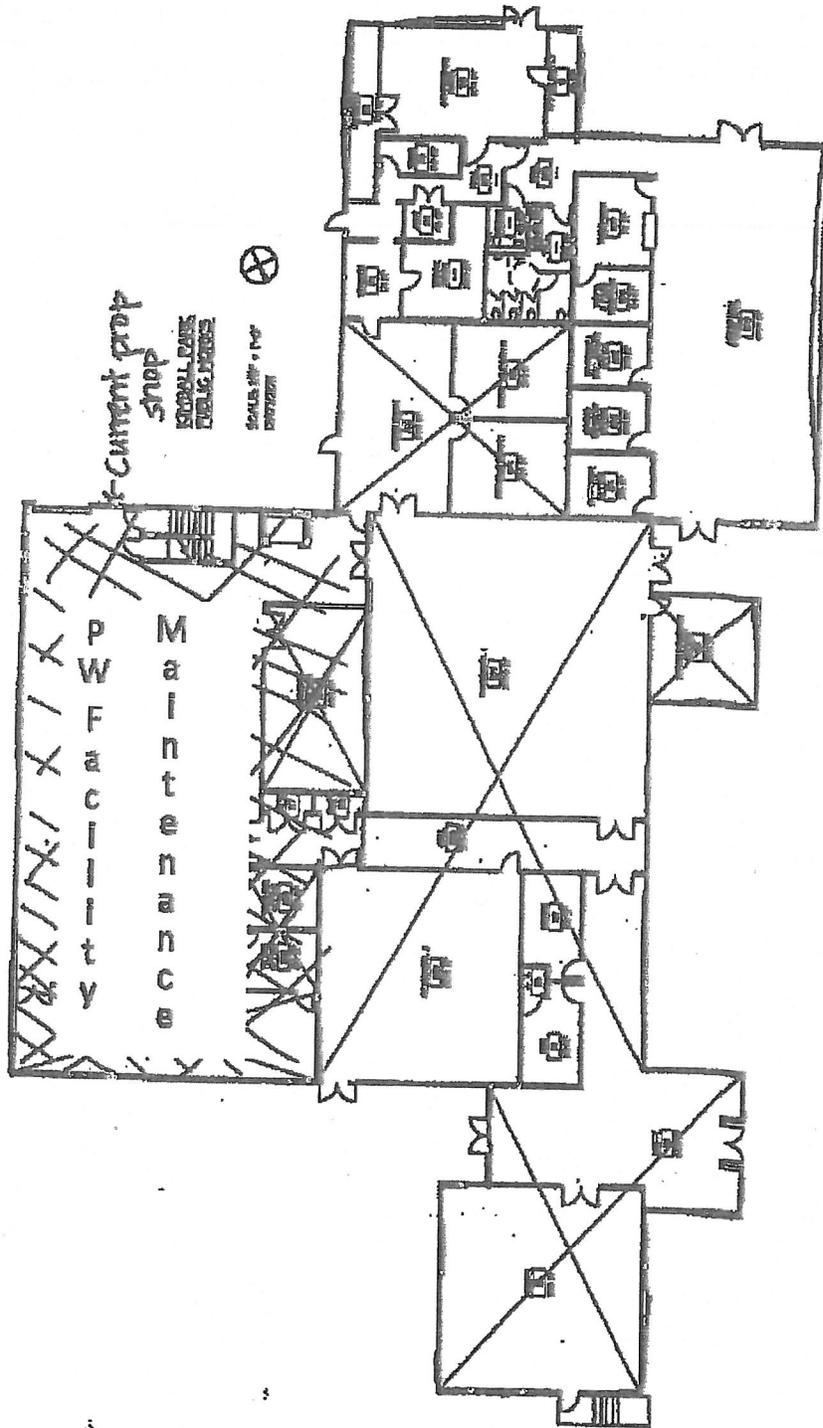
By: _____

Fabienne Hanks, Board Chair

By: _____

Amanda Montgomery, Board Member

EXHIBIT A



ARTS CENTER



**FIRST AMENDMENT TO THE
MAINTENANCE AND OPERATING AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
A REASON TO SURVIVE**

THIS FIRST AMENDMENT TO THE MAINTENANCE AND OPERATING AGREEMENT (this “First Amendment”) is entered into as of August 20, 2019, between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and A REASON TO SURVIVE, a California non-profit corporation, d.b.a. “ARTS” (“ARTS”).

RECITALS

- A. WHEREAS, the CITY and ARTS previously entered into a thirty-six (36) month Maintenance & Operating Agreement, dated December 5, 2017 (the “Agreement”), wherein ARTS agreed to operate and maintain the ARTS Center owned by the CITY, located at 200 East 12th Street, National City, California, 91950 (the “ARTS Center:”), and as part of the consideration for the Agreement, to enrich the lives of the residents of National City by providing arts, culture and educational resources; and
- B. WHEREAS, the CITY and ARTS will apply for grant funds under Proposition 68 (“Prop 68”), the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 administered by the California Department of Parks and Recreation (“CDPR”) to pay for improvements to the ARTS Center, as further described below, that would revitalize Kimball Park; and
- C. WHEREAS, the ARTS Center is governed by the Agreement and certain terms in the Agreement are inconsistent with certain Prop 68 requirements; and
- D. WHEREAS, this First Amendment is intended to cure any such inconsistent terms so that all aspects of the Agreement are consistent with the Prop 68 grant requirements; and
- E. WHEREAS, the CITY and ARTS will enter into a Turn Key Agreement whereby ARTS may provide those improvements to areas of Kimball Park not governed by the Agreement; and
- F. WHEREAS, under the terms of the Agreement, ARTS is required to deliver a minimum of \$125,000 in capital projects and programming services per year and also pay all amounts described in Article 3.2.2 (“ARTS’ Requirements”); and
- G. WHEREAS, any funding awarded to ARTS and the CITY through Prop 68 shall neither be applied towards, nor relieve or satisfy any portion of, any ARTS’ Requirements under the Agreement; and

- H. WHEREAS, based on a review of ARTS' performance and qualifications providing art projects, community outreach and education for residents of National City, the CITY has determined that ARTS is qualified by experience and ability to perform the services desired by the CITY, and ARTS is willing to perform such services; and
- I. WHEREAS, the CITY has further determined that ARTS is skilled in delivering capital art projects, which beautify the community, and are capable of lifting the spirits of residents and visitors of National City; and
- J. WHEREAS, the parties intend that neither shall have any contractual obligations to the other with respect to this Amendment and this Amendment will not come into effect unless and until a definitive award of Prop 68 grant funds has been made by the CDPR to the CITY and ARTS.

NOW, THEREFORE, the parties hereby agree as follows:

1. Article 1.1 is deleted in its entirety and replaced with the following:

“1.1 First Term. The first term of this Agreement shall be thirty-six (36) months, commencing January 1, 2018 (the “Commencement Date”) and expiring on December 31, 2021.

2. Article 1.2 of the Agreement is deleted in its entirety and replaced with the following:

“1.2 Second Term. Upon award of the Proposition 68 (“Prop 68”) grant funds, the First Term shall automatically terminate as of the Appropriation Date (defined below). ARTS’ second term under this Agreement shall then be thirty (30) years, commencing on the Appropriation Date and expiring thirty years from the Appropriation Date.

1.2.1 Appropriation Date Defined. The “Appropriation Date” begins on July 1st of the State fiscal year when program funding is authorized by the legislature, which for purposes of this First Amendment, is _____ . A copy of all Prop 68 correspondence awarding funds to the CITY and ARTS is attached to this First Amendment as “Exhibit A-2”.

3. Article 1.3 shall be added to the Agreement and read as follows:

“1.3 Non-Binding Option to Extend Term. If ARTS is not in default of any provision of this Agreement upon the expiration of the term described in Article 1.2, and pursuant to Prop 68 grant requirements, ARTS may exercise an option to renew the Agreement beyond its thirty-year (30) term. ARTS’ option to renew the Agreement in this Article 1.3 is non-binding on the CITY.

4. Article 2.1 shall be deleted in its entirety and replaced with the following:

“2.1 License for Use of Property. For the purpose of operating the public arts center for the benefit of the residents and visitors of National City, the CITY grants ARTS a revocable license to enter and operate the Property, subject to the covenants and conditions contained herein, as of the Commencement Date. When ARTS receives Prop 68 grant funds, the Property shall include improvement Items 1-3; 7-9; 24, and 28 described in greater detail in Exhibit “A-1”. The items excluded from the definition of Property in Exhibit “A-1” will be governed by the Turn Key Agreement between the CITY and ARTS.

5. Article 6.5 shall be added to the Agreement and shall read as follows:

“6.5 Award of Prop 68 Funds. When Prop 68 grant funds are awarded to ARTS and ARTS secures all necessary permits and permissions described in Article 6.2, ARTS is authorized to proceed with construction of improvement Items 1-3; 7-9; 24, and 28 described in Exhibit “A-1” (the “Prop 68 Project”). ARTS may subcontract construction of the Prop 68 Project to third parties.

6.5.1 Public Use of Prop 68 Project. The General Public may use the Prop 68 Project once all project improvements have been accepted as complete by the City Council, consistent with ARTS’ hours of operation in Article 3.3.

6.5.2 Permission to Operate Prop 68 Project. The CITY hereby grants ARTS permission to operate the Prop 68 Project for those Projects and Programs allowed under the Agreement.

6.5.3 Delegation of Prop 68 Project Operating Duties. Consistent with Article 12.2, ARTS may delegate its operational duties only after receiving the CITY’s prior written consent. Any delegation described in this Article or Article 12.2 must require that the third-party operator require full public access for the duration of the Term.

6.5.4 Maintenance of Prop 68 Project. ARTS shall maintain the Prop 68 Project after construction is complete for the duration of the Term of the Agreement. Consistent with Article 12, ARTS may delegate its maintenance duties only after receiving the CITY’s prior written consent. Any delegation described in this Article, or Article 12, must require that the third party maintain the Prop 68 Project for the duration of the Term. If ARTS or any third party fails to cure a default in connection with ongoing maintenance obligations of the Prop 68 Project, the CITY shall then maintain the Prop 68 Project for the duration of the Term.

6. Article 10.1 of the Agreement is deleted in its entirety and replaced with the following:

“10.1 This Agreement may be terminated for cause by the CITY. Termination with cause shall be effective only upon sixty (60) day’s written notice to ARTS. During said sixty (60) day period, ARTS shall perform all services in accordance

with this Agreement. Examples of termination for cause include a material breach of this Agreement, misrepresentation by ARTS in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY. Termination with cause shall be effected by delivery of written Notice of Termination to ARTS as provided for herein. The CITY further reserves the right to immediately terminate this Agreement for cause upon: (a) the filing of a petition in bankruptcy affecting ARTS; (b) a reorganization of ARTS for the benefit of its creditors; or (c) a business reorganization or termination of ARTS' 501(c) non-profit status.”

7. Any funding awarded to ARTS and the CITY through Prop 68 shall neither be applied towards, nor relieve or satisfy any portion of, any ARTS' Requirements under the Agreement.
8. If Prop 68 funds are not awarded to the CITY and ARTS, this First Amendment will automatically terminate and have no binding legal effect.
9. The parties further agree that, with the foregoing exceptions, all provisions of the Agreement dated December 5, 2017, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**A REASON TO SURVIVE, A
CALIFORNIA NON-PROFIT
CORPORATION, D.B.A. "ARTS"**

By: _____
Alejandra Sotelo-Solis, Mayor

By: 
Jacqueline Reynoso, Board Chair

APPROVED AS TO FORM:
Angil P. Morris-Jones

By: _____
Roberto M. Contreras
Deputy City Attorney

By: 
Tiffany Duke, Board Member

The project will add or renovate these main features:

1. Renovation of the ARTS Center building interior, plus an expanded entrance with large steps, ornamental landscaping, and art, and an elevated deck space or overlook for art exhibitions and events at rear entrance to the ARTS Center facing park green space, **expanding on and improving the current footprint of the ARTS Center.**
2. New public arts features throughout the park (sculpture garden, mural, art installations).
3. Addition of an ADA ramp from adjacent parking space to ARTS Center.
4. New recreational and health features and amenities, including fitness stations installed along pathway; outdoor patio seating and tables under shade trees; **renovation of a current baseball field into a multipurpose performance play space**; additional bicycle rack.
5. New educational features, including development of a nature playground and children's discovery area, **considered an outdoor expansion of ARTS footprint, for its younger users.**
6. Enhanced landscaping, including planting 20 new large canopy shade trees; the addition of a community garden/orchard; expansion of ornamental, low water use garden areas.
7. Improved stormwater and water quality management features (bioswales, bioretention basin, water harvesting cistern), and the addition of public drinking fountains with bottle fill stations and dog water stations.
8. Addition of a park ranger unit and "Hero of the Month" on-site park caretaker quarters (safety and health features) **in the amphitheater, expanding the ARTS Center future footprint.**
9. Addition of lighting to improve safety.
10. Removal of current maintenance shed, **and relocation to an area near new multipurpose field. Current dance studio will be relocated to a state-of-the-art new dance studio located on the first floor of ARTS, with access to in-house performance spaces.**
11. Provisions for designated use of a segment of the parking lot by vendors/food trucks during events to support community economic development.

LID Features to be Included:

1. Grading and porous joints
2. Irrigation sensors and water- efficient irrigation equipment
3. Recycled construction materials
4. Drought tolerant and non- invasive planting
5. Tree planting
6. Rainwater cisterns and soccer drainage cells
7. Bioretention basins with partial infiltration
8. Public drinking fountain



Proposed Park Features:

- 1 Renovated ARTS building with expanded footprint
- 2 Low water use garden with native and ornamental plants
- 3 Sculpture garden
- 4 Fruit tree orchard
- 5 Mural
- 6 Additional lighting
- 7 Elevated deck space for art exhibitions and events
- 8 Park ranger unit (Typ. of 3)
- 9 Outdoor patio with seating and wifi
- 10 Designated parking spot for food trucks or vendors
- 11 Expanded ARTS building entrance with large steps, ornamental landscape, informal seating areas, and art to connect building to park
- 12 Existing maintenance building to be removed and relocated
- 13 Fitness stations to be added along pathway
- 14 Bicycle rack
- 15 "Hero of the Month" park caretaker quarters
- 16 Nature playground and children's discovery area for ARTS younger users
- 17 Low water use ornamental planting area behind MLK building
- 18 ADA ramp from existing lower parking lot to ARTS building
- 19 Additional canopy trees and tables for shaded seating areas
- 20 Community garden and fruit tree orchard
- 21 New location for maintenance shed
- 22 Large shade trees
- 23 Drinking fountain with bottle fill station and dog water station
- 24 Water quality bioswale
- 25 Drainage cells which flow to water quality bioretention basin
- 26 Water harvesting cistern
- 27 Multipurpose and performance play surface to replace existing baseball field
- 28 State-of-the-art dance studio within ARTS

ATTACHMENT A-1

KIMBALL PARK CONCEPTUAL MASTER PLAN
 City of National City

Scale 1" = 50'

Summary of Insurance

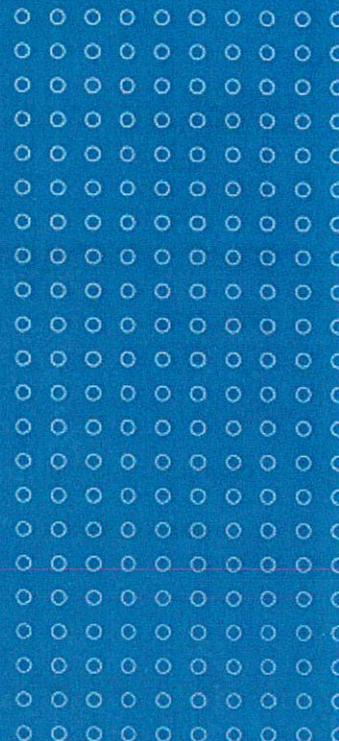
A Reason to Survive

Property/Casualty Insurance

Presented By

Pat Hurley

Review Date: 8/14/2019 August 14, 2019



HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008
(760) 804-0402
www.hubinternational.com



Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 8/3/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Commercial Automobile	Philadelphia Indemnity Insurance Company	PHPK1983702	7/1/2019	7/1/2020	\$14,568.52

POLICY COVERAGES

<u>Coverage</u>	<u>Symbol(s)</u>	<u>Limit/Deductible</u>	
Liability	1	\$1,000,000	CSL
Medical payments	2	\$5,000	Ea person
Uninsured motorist	2	\$1,000,000	CSL
Comprehensive/OTC Collision	2 2	Yes	Waiver of deductible
Hired/borrowed liability		Yes	States: CA If any basis: Yes
Non-owned auto liability		Yes	States: CA Employees: 25

COVERED AUTO SYMBOLS	(5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE
(1) ANY AUTO	(6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW
(2) ALL OWNED AUTOS	(7) AUTOS SPECIFIED ON SCHEDULE
(3) OWNED PRIVATE PASSENGER AUTOS	(8) HIRED AUTOS
(4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER	(9) NON-OWNED AUTOS

Vehicle Schedule/Deductibles:

#	YEAR MAKE MODEL	VIN NUMBER	SPECIFIED PERILS DED	COMP DED	COLL DED	GARAGING LOCATION
2	2006 Chevy Express	1GAHG39U2611063 71		\$500	\$1,000	San Diego CA
3	2008 Ford E-150	1FBNE31L08DB1483 4		\$500	\$1,000	San Diego CA

Additional Interests:



Additional Coverages:

Forms & Endorsements:

Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 8/3/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Equipment Floater	Philadelphia Indemnity Insurance Company	PHPK1983702	7/1/2019	7/1/2020	\$14,568.52

Coverage/Deductible: / deductible

UNSCHEDULED EQUIPMENT

Coverage Type	Maximum Item	Amount of Insurance	Coins
Computer cov - \$1,000 ded.		90,000	
Mis - NOC Fine Arts, \$500 ded.		10,000	

SCHEDULED EQUIPMENT

Item #	Year/Manufacturer/Model	Type/Description	Serial/ID#	Amount of Insurance
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EQUIPMENT STORAGE

Loc #	Mo. In Storage	Maximum Value		Type of Security
		In Building	Outside	

ADDITIONAL INTEREST:



Type

Name and Address

Interest In

Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 8/3/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
General Liability	Philadelphia Indemnity Insurance Company	PHPK1983702	7/1/2019	7/1/2020	\$14,568.52

Loc 1 Building 1

200 E. 12th, National City, CA 91950

Loc 1 Building 2

200 E. 12th, National City, CA 91950

Loc 1 Building 3

200 E. 12th, National City, CA 91950

Claims Basis: Occurrence

General Aggregate Applies Per:

Coverage	Limits
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Medical Expense (Any One Person)	\$5,000
Employee Benefits	\$1,000,000

Other Coverage:

Hazard Schedule

Loc #	Hazard #	Classification	Class Code	Exposure	Premium Basis
1	1	Sales/Service Organization- Products completed operations subject to general aggregate limit	47367	350000	Payroll - Per \$1,000/Pay
1	1	Bldg/Premis-Office EmployeeNon-profit	61225	20000	Area - Per 1,000/Sq Ft
1	2	Explore	47471	125	
1	3	Engage	47473	18	
1	3	CA Liab Endt-Flat Fee. Liability Deluxe	44444		Other

Forms and Endorsements:

1 General Liability



Additional Interests:

- AI; San Diego Center For Children, 3002 Armstrong St, California 92111-5702
- AI; Castle Park Middle School, 160 Quintard Street, California 91911
- AI; Nativity Prep, 2755 55th Street, California 92105
- AI; Camp Pendleton, Vandegrift Blvd, California 92054
- AI; Clark Teen Center, 3002 Armstrong Street, California 92111
- AI; Fred Finch, 3434 Grove Street, California
- AI; Hilltop Middle School, 44 E J Street, California 91910
- AI; O'Farrell Community School, 6131 Skyline Drive, California 92115
- AI; Polinsky Center for Children, 9400 Ruffin Court, California 92123
- AI; Reflections Central Ronald McDonald House, 8379 Hercules ST, California 92042
- AI; Sweet Water High School, 2900 Highland Avenue, California 91950
- OT; Paradise Creek Housing Partners, LP including their respective directors,, officers, members, managers, partners, employees and success,
- AI; Children's Hospital, Bob Davis and Catherine Greife3020 Childrens Way, California 92123
- AI; YWCA Services, 1012 C St, California 92101
- AI; Cortez Hill, 1449 9th Ave, California 92101
- AI; Ronald McDonald House, 3101 Berger Ave, California 92123
- AI; Monarch School, 808 W Cedar St, California 92101
- AI; Polinsky, 9400 Ruffin Ct, California 92123
- AI; Providence Community Services, 4660 El Cajon Blvd, California 92115
- AI; Barrio Logan College Institute, 1807 Main St, California 92113
- AI; YMCA of San Diego County, 3708 Ruffin Rd, California 92123
- AI; Alba School, 4455 Ute Dr, California 92117
- AI; Associated Residential Service, 8835 Kenwood Drive, California 91977
- AI; Beckys House, 1012 C St, California 92101
- AI; Community Coaching Center, PO Box 720072, California 92172
- AI; Door of Hope, 2799 Health Center Drive, California 92123
- AI; JCCS Clairemont, 4425 Concoy st, California 92111
- AI; JCCS Metro Liberty School, 232 W Ash St, California 92101
- AI; Park Crest Learning Center, 4531 Logan Ave, California 91910
- AI; Shakti Rising, PO BOX 4428, California 92164
- AI; STAR/PAL, 4110 54th St, California 92105
- AI; Vista La Rosa, 2002 Rimbey Ave, California 92154
- AI; Grossmont Union High School District, 1100 Murray Dr, California 92020
- AI; San Diego County Office of Education, 64011 Linda Vista Rd, Room 503, California 92111
- AI; South Bay Community Services, 1124 Bay Blvd Ste D, California 91911
- AI; Community HousingWorks (CHW), 4305 University Ave Ste 550, California 92105
- AI; City of San Diego, 1222 1st Ave, California 92101
- AI; Innovative Construction Consulting Service, PO BOX 6211, California 92860
- AI; Protea National City LLC, 3262 Holiday St #100, California 92037

International Liability Exposure Supplement:

Coverage	Limits
Foreign Sales	Occurrence
	Aggregate
	Excess
Contract cost	Occurrence
	Aggregate
	Excess
Contingent auto	Occurrence
	Excess
	Number of foreign owned autos:



Employers liability

Employers responsibility
Employers medical and AD&D

Occurrence
Excess

Medical
AD&D
Number of employees:
Number of trips:
Duration (average length of stay):

Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 8/3/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Commercial Property	Philadelphia Indemnity Insurance Company	PHPK1983702	7/1/2019	7/1/2020	\$14,568.52

Loc 1 Bldg 1

200 E. 12th National City CA 91950

Sub#	Subjects of Insurance	Limits	Valuation
1	Business Personal Property	\$200,000	Replacement Cost
	Cause of Loss:	Special (Including theft)	
	Coins%:	90%	
	Deductible:	1,000	

Loc 1 Bldg 1

200 E. 12th National City CA 91950

Sub#	Subjects of Insurance	Limits	Valuation
2	Earthquake Sprinkler Leakage	\$200,000	
	Cause of Loss:	Earthquake Sprinkler Leakage	
	Coins%:	90%	
	Deductible:	1,000	

Loc 1 Bldg 1

200 E. 12th National City CA 91950

Sub#	Subjects of Insurance	Limits	Valuation
3	Business Income with Extra Expense	\$300,000	
	Cause of Loss:		
	Coins%:		
	Deductible:		

Spoilage Coverage:

Sinkhole Coverage:

Forms and Endorsements:



Additional Coverages:

Additional Interests:

Policy Level Additional Coverages:

Elite Prop Endt:

Policy Level Additional Interests:

Summary of Insurance

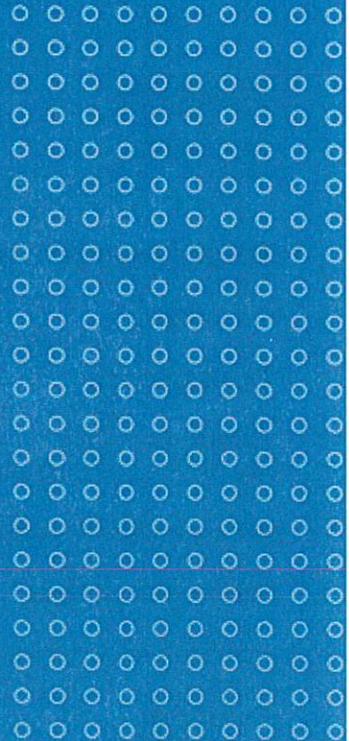
A Reason to Survive

Property/Casualty Insurance

Presented By

Pat Hurley

Review Date: 8/14/2019 August 14, 2019



HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008
(760) 804-0402
www.hubinternational.com



Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 4/17/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Student Accident	Philadelphia Indemnity Insurance Company	PHPA032893	4/17/2019	4/17/2020	\$300.00

General Aggregate Applies Per:

Coverage **Limits**

Other Coverage:

Hazard Schedule

Loc #	Hazard #	Classification	Class Code	Exposure	Premium Basis
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Forms and Endorsements:

Additional Interests:

International Liability Exposure Supplement:

Coverage	Limits
Foreign Sales	Occurrence Aggregate Excess
Contract cost	Occurrence Aggregate Excess
Contingent auto	Occurrence Excess Number of foreign owned autos:
Employers liability	Occurrence Excess
Employers responsibility Employers medical and AD&D	Medical AD&D Number of employees: Number of trips: Duration (average length of stay):



Summary of Insurance

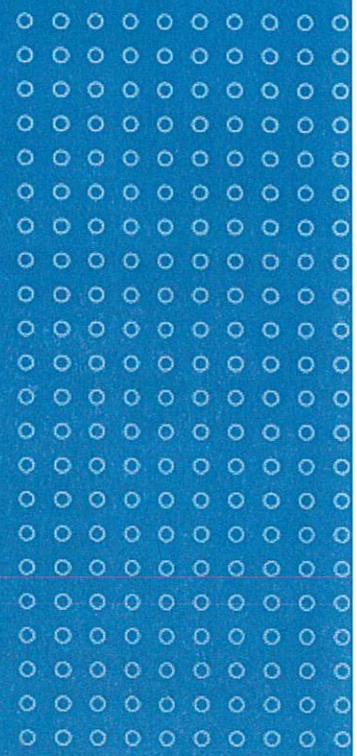
A Reason to Survive

Property/Casualty Insurance

Presented By

Pat Hurley

Review Date: 8/14/2019 August 14, 2019



HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008
(760) 804-0402
www.hubinternational.com



Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 7/1/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Commercial Umbrella	Philadelphia Indemnity Insurance Company	PHUB676609	7/1/2019	7/1/2020	\$2,422.00

Named Insured Schedule:
A Reason to Survive

Limits of Liability
Occurrence

Each Occurrence	\$3,000,000
Prod/Compl Ops	\$3,000,000
Aggregate	\$3,000,000
Retained Limit	\$10,000

Employee Benefits Liability
Claims Made Form-- Retro Date

Each Employee	
Aggregate	
Retained Limit	

Underlying Liability Limits

Auto	\$1,000,000	CSL Each Accident
General Liability	\$1,000,000	Each Occurrence
	\$2,000,000	General Aggregate
	\$2,000,000	Prod Comp Ops Aggregate
	\$1,000,000	Personal & Adv Injury
	\$100,000	Damage to Rented Premises
	\$5,000	Medical Expense
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease-Policy Limit
	\$1,000,000	Disease-Each Employee
Other	\$1,000,000	Prof. & Sexual/Abuse
Other	\$1,000,000	Employee Benefits

Additional Interests:

Additional Coverages:



Forms & Endorsements:

Summary of Insurance

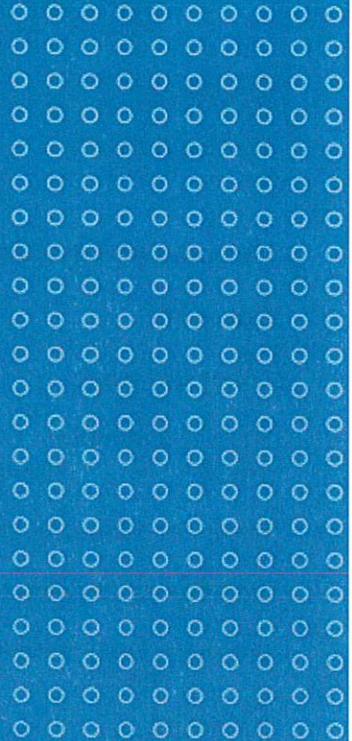
A Reason to Survive

Property/Casualty Insurance

Presented By

Pat Hurley

Review Date: 8/14/2019 August 14, 2019



HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008
(760) 804-0402
www.hubinternational.com



Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 11/18/2018

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Student Accident	Starr Indemnity and Liability	BAP272839	11/18/2018	11/18/2019	\$864.00

General Aggregate Applies Per:

Coverage **Limits**

Other Coverage:

Hazard Schedule

Loc #	Hazard #	Classification	Class Code	Exposure	Premium Basis
-------	----------	----------------	------------	----------	---------------

Forms and Endorsements:

Additional Interests:

International Liability Exposure Supplement:

Coverage	Limits
Foreign Sales	Occurrence Aggregate Excess
Contract cost	Occurrence Aggregate Excess
Contingent auto	Occurrence Excess Number of foreign owned autos:
Employers liability	Occurrence Excess
Employers responsibility Employers medical and AD&D	Medical AD&D Number of employees: Number of trips: Duration (average length of stay):



Summary of Insurance

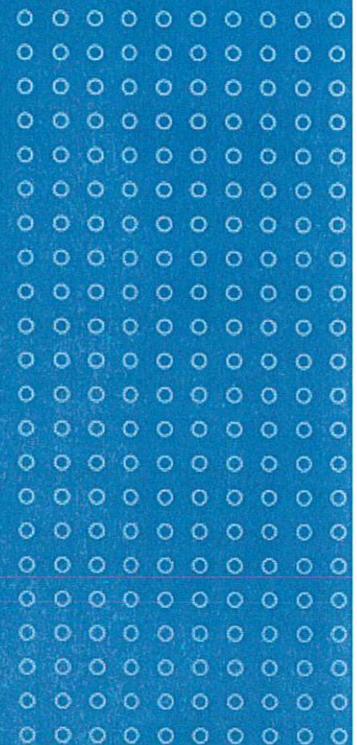
A Reason to Survive

Property/Casualty Insurance

Presented By

Pat Hurley

Review Date: 8/14/2019 August 14, 2019



HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008
(760) 804-0402
www.hubinternational.com



Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 5/25/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Worker's Compensation	State Compensation Insurance Fund of California	9254647-19	5/25/2019	5/25/2020	\$4,212.00

Locations

1 - 200 E 12th Street, National City, CA 91950

Part 1 – States: CA

Employers Liability Coverage

Limits

Each accident	\$1,000,000
Disease – Policy limit	\$1,000,000
Disease – Each Employee	\$1,000,000

Payrolls

Location	Class Code	Categories/Duties/Classifications	Estimated Annual Remuneration/Payroll
1	8868	Colleges/Schools	\$200,000.00
1	9101	Colleges or Schools	

Individuals Included/Excluded

State	Location	Name	DOB	Title	Ownership %	Inc/Exc	Class Code
CA	1	Jani Decillis		Treasurer		I	
CA	1	hawn Donnelly		Secretary		I	
CA	1	Amanda Montgomery		President		I	

Additional Coverages:

Policy-Level Additional Coverages:

Forms & Endorsements:

Policy-Level Forms & Endorsements:

WCFormEndorsement1 1



RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE MAINTENANCE AND OPERATING AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND A REASON TO SURVIVE (ARTS), CONSISTING OF A TERM OF 30 YEARS FOR THE CITY OWNED LAND AND BUILDING LOCATED AT 200 EAST 12TH STREET IN NATIONAL CITY, WITH NO CONTRACTUAL OBLIGATIONS BY EITHER PARTY WITH RESPECT TO THIS FIRST AMENDMENT TO THE MAINTENANCE AND OPERATING AGREEMENT UNLESS THE PROPOSITION 68 STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS ARE AWARDED TO ARTS

WHEREAS, Proposition 68 Statewide Park Development and Community Revitalization Program (SPP) is the largest park related grant program in California's history that creates new parks and recreation opportunities in critically underserved communities across California; and

WHEREAS, to qualify for the SPP grant, the City of National City and A Reason to Survive ("ARTS") are required to execute a First Amendment to the Maintenance and Operating Agreement to construct, and operate and maintain the ARTS Center for 30 years; and

WHEREAS, SPP allows multiple applications to be submitted for different parks and applicants can potentially receive multiple grant awards, therefore, there is no cap to the amount of grants an applicant may receive per funding cycle; and

WHEREAS, A Reason to Survive ("ARTS") has been a catalyst in establishing an arts, culture, and education district in the National City downtown area, and is dedicated to creating a movement to educate the public on the importance of the arts as a prevention and intervention vehicle to create positive transformation in children and youth facing adversity; and

WHEREAS, on December 5, 2017, ARTS and the City of National City entered into a Maintenance and Operating Agreement ("Agreement") for the Property with a term of thirty-six (36) months with an option to extend the term for up to two (2) sixty (60) month periods for ARTS to provide arts, culture, and education at the property located at 200 East 12th Street; and

WHEREAS, with City staff providing support, ARTS submitted an SPP grant application requesting up to \$8,500,000 to perform revitalization improvements to the ARTS Center, the Kimball Recreation Center and Kimball Park; and

WHEREAS, as a result of a community outreach, ARTS's grant application proposes to add or renovate the following main features specifically at ARTS, the Kimball Recreation Center and Kimball Park, Renovate ARTS building with expanded footprint, Low water use garden with native and ornamental plants, a sculpture garden, elevated deck space for art exhibitions and events, outdoor patio with seating and Wi-Fi, Water quality, bioswale, State of the art dance studio within ARTS; and

WHEREAS, on August 6, 2019, City Council approved the filing of the SPP application for the El Toyon Park Project; and

Resolution 2019 –

Page Two

WHEREAS, the City of National City and ARTS desire to enter into a First Amendment to the Agreement which will consist of a term of 30 years for the City owned land and building located at 200 East 12th Street in National City, with no contractual obligations by either party with respect to this First Amendment to the Maintenance and Operating Agreement unless the Proposition 68 Statewide Park Development and Community Revitalization Program grant funds are awarded to ARTS.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a First Amendment to the Maintenance and Operating Agreement between the City of National City and A Reason to survive, which will consist of a term of 30 years for the City owned land and building located at 200 East 12th Street in National City, with no contractual obligations by either party with respect to this First Amendment to the Maintenance and Operating Agreement unless the Proposition 68 Statewide Park Development and Community Revitalization Program grant funds are awarded to ARTS.

PASSED and ADOPTED this 20th day of August, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Turn Key Agreement between the City of National City and A Reason to Survive \(ARTS\) to complete revitalization improvements to Kimball Recreation Center and Kimball Park, if awarded the Proposition 68 Statewide Park Development and Community Revitalization Program grant; upon successful completion of the Kimball Recreation Center and Kimball Park improvements the City shall assume the obligation to maintain the improvements for 30 years. \(Community Services\) **Companion Item #19**](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Turn Key Agreement between the City of National City and A Reason to Survive to complete revitalization improvements to Kimball Recreation Center and Kimball Park, if awarded the Proposition 68 Statewide Park Development and Community Revitalization Program grant; upon successful completion of the Kimball Recreation Center and Kimball Park improvements the City shall assume the obligation to maintain the improvements for 30 years. (Companion Item)

PREPARED BY: Audrey Denham

PHONE: 619-336-4243

DEPARTMENT: Community Services

APPROVED BY: 

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

No financial impact.

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution of the City Council of the City of National City authorizing the Mayor to execute a Turn Key Agreement between the City of National City and A Reason to Survive to complete revitalization improvements to Kimball Recreation Center and Kimball Park.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. Turn Key Agreement with A Reason to Survive
3. Resolution



City Council Staff Report

August 20, 2019

ITEM

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Turn Key Agreement between the City of National City and A Reason to Survive to complete revitalization improvements to Kimball Recreation Center and Kimball Park, if awarded the Proposition 68 Statewide Park Development and Community Revitalization Program grant; upon successful completion of the Kimball Recreation Center and Kimball Park improvements the City shall assume the obligation to maintain the improvements for 30 years.

BACKGROUND

The Proposition 68 Statewide Park Development and Community Revitalization Program (SPP) is the largest park related grant program in California's history. The SPP creates new parks and recreation opportunities in critically underserved communities across California. With A Reason to Survive (ARTS) taking the lead, and City staff providing support, ARTS submitted an SPP grant application requesting up to \$8,500,000 to perform revitalization improvements to the ARTS Center, the Kimball Recreation Center and Kimball Park.

To qualify for the SPP grant, the City and ARTS shall execute a First Amendment to the Maintenance and Operating Agreement to construct, and operate and maintain the ARTS Center for 30 years. In addition, the City and ARTS shall execute a Turn Key Agreement, where ARTS shall complete revitalization improvements to the Kimball Recreation Center and Kimball Park. Upon successful completion of the Kimball Recreation Center and Kimball Park improvements the City shall assume the obligation to maintain the improvements for 30 years. In this agenda item, staff is seeking authorization to execute the Turn Key Agreement. The First Amendment to the Maintenance and Operating Agreement is a separate companion agenda item.

On August 6, City Council approved the filing of the SPP application for the El Toyon Park Project. It's important to note, that the SPP allows multiple applications to be submitted for different parks and applicants can potentially receive multiple grant awards. There is no cap to the amount of grants an applicant may receive per funding cycle.

DISCUSSION

The SPP requires park renovations be designed by the residents through a variety of community outreach events and meetings. ARTS partnered with Humankind San Diego, to host design workshops throughout the City to collect feedback from the community on how the City can improve parks, specifically the ARTS Center, the Kimball Recreation Center and Kimball Park. Humankind created a core team of resident volunteers to participate in, assist with, and lead

discussions about park improvements. As a result of the community outreach, ARTS’s grant application proposes to add or renovate these main features:

- Fruit tree orchard.
- Mural.
- Additional lighting.
- Designated parking spot for food trucks or vendors.
- Expanding ARTS building entrance with large steps, ornamental landscape, informal seating areas, and art to connect building to art.
- Fitness stations to be added along pathway.
- Bicycle rack.
- Park caretaker quarters.
- Nature playground and children’s discovery area for ARTS younger users.
- Low water use ornamental planting area behind MLK building.
- ADA ramp from existing lower parking lot to ARTS building.
- Additional canopy trees and tables for shaded seating areas.
- Community garden and fruit tree orchard.
- Drinking fountain with bottle fill station and dog water station.
- Rainwater cisterns and soccer drainage cells.
- Bioretention basins with partial infiltration.
- Multipurpose and performance play surface to replace existing baseball field.

RECOMMENDATION

Adopt the resolution of the City Council of the City of National City authorizing the Mayor to execute a Turn Key Agreement between the City of National City and A Reason to Survive to complete revitalization improvements to Kimball Recreation Center and Kimball Park.

**TURN KEY AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
A REASON TO SURVIVE**

THIS TURN KEY AGREEMENT (this “Agreement”) is entered into on this 20th day of August, 2019, between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and A REASON TO SURVIVE, a California non-profit corporation, d.b.a. “ARTS” (“ARTS”).

R E C I T A L S

- A. WHEREAS, ARTS, a California non-profit corporation, has been a catalyst in delivering arts, culture and education programs and projects in National City, and has created a movement behind the importance of the arts as a prevention and intervention vehicle to create positive transformation in children and youth facing adversity; and
- B. WHEREAS, the CITY and ARTS will apply for Proposition 68 (“Prop 68”) grant funds under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 administered by the California Department of Parks and Recreation (“CDPR”) to pay for wholesale park improvements, as further described below, that would revitalize Kimball Park; and
- C. WHEREAS, the CITY and ARTS previously entered into a thirty-six (36) month Maintenance & Operating Agreement, dated December 5, 2017 (the “M&O Agreement”), wherein ARTS agreed to operate and maintain the ARTS Center owned by the CITY, located at 200 East 12th Street, National City, California, 91950 (the “ARTS Center:”), and as part of the consideration for the Agreement, to enrich the lives of the residents of National City by providing arts, culture and educational resources; and
- D. WHEREAS, to meet the grant requirements for Prop 68, the CITY enters into this Agreement with ARTS so that ARTS may provide such park improvements to areas of Kimball Park not governed by the M&O Agreement between the CITY and ARTS; and
- E. WHEREAS, the CITY and ARTS will execute a First Amendment to the M&O Agreement to cover those park improvements that would affect property currently governed by the M&O Agreement; and
- F. WHEREAS, under the terms of the M&O Agreement, ARTS is required to deliver a minimum of \$125,000 in capital projects and programming services per year and also pay all amounts described in Article 3.2.2 (“ARTS Requirements”); and
- G. WHEREAS, any funding awarded to ARTS and the CITY through Prop 68 shall neither be applied towards, nor relieve or satisfy any portion of, any ARTS’ Requirements; and

- H. WHEREAS, based on a review of ARTS' performance and qualifications providing art projects, community outreach and education for residents of National City, the CITY has determined that ARTS is qualified by experience and ability to perform the services desired by the CITY, and ARTS is willing to perform such services; and
- I. WHEREAS, the CITY has further determined that ARTS is skilled in delivering capital art projects, which beautify the community, and is capable of lifting the spirits of residents and visitors of National City; and
- J. WHEREAS, ARTS agrees that upon completion of the park improvements described below, ownership of all park improvements, including all works of art, shall be transferred to the CITY, and all improvement completion obligations under this Agreement will be transferred from ARTS to the CITY if the CDPR approves such transfer.

NOW, THEREFORE, the parties hereby agree as follows:

1. **ENGAGEMENT OF ARTS.** The CITY agrees to engage ARTS to perform revitalization improvements to areas of Kimball Park described in Exhibit "A". Specifically, the numbered park improvements governed by this Agreement are: 4-6; 10-23; 25-27 (collectively referred to hereafter as the "Project" or the "Work") and ARTS agrees to install those Project items in accordance with all terms and conditions contained in this Agreement. The items excluded from the definition of "Project" or "Work" in this Section will be governed by the First Amendment to the M&O Agreement.

The CITY hereby commissions ARTS to also oversee the conceptualization, creation, design, fabrication, and installation of all improvements contemplated in the Project as are generally described Exhibit "A." ARTS represents that all services shall be performed directly by ARTS or by a third-party and under direct supervision of ARTS.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective only if the CDPR awards Prop 68 grant funds to the CITY and ARTS. If such award is made, this Agreement will become effective on the Appropriation Date. The "Appropriation Date" begins on July 1st of the State fiscal year when program funding is authorized by the legislature, which for purposes of this Agreement, is _____. A copy of all Prop 68 correspondence awarding funds to the CITY and ARTS is attached to this Agreement as "Exhibit B" or them. The term of this Agreement shall commence on the Appropriation Date and end either: (i) thirty (30) years from the date on which the City Council accepts the Project as complete; or (ii) the date on which the CDPR approves the transfer of all of ARTS' installation and Project completion obligations under this Agreement, whichever is earlier.

Ownership of all park improvements, including all works of art, and all of ARTS' Project completion obligations under this Agreement, shall be transferred from ARTS to the CITY upon Project completion (date on which the City Council accepts the Project as complete) and approval of such transfer by the CDPR.

If the CDPR does not award Prop 68 grant funds to the CITY and ARTS, this Agreement will not take effect.

3. **SCOPE OF SERVICES.** ARTS will perform those Kimball Park revitalization improvement services defined as the “Project” in Section 1. General descriptions of each improvement covered by the Project are individually described in the attached Exhibit “A”.

ARTS shall be responsible for all research and reviews related to the Project and shall not rely on any personnel of the CITY for such services, except as authorized in advance by the CITY. ARTS shall appear at any meetings required to complete the Project and shall keep staff and the City Council advised of the progress on the Project.

The CITY may unilaterally, or upon request from ARTS, from time to time reduce or increase the Scope of Services to be performed by ARTS under this Agreement. Upon doing so, the CITY and ARTS agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, Director of Public Works / City Engineer, is hereby designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. ARTS shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for ARTS. Nadia Nunez, Community Arts Manager, is hereby designated as the Project Director for ARTS.

5. **DESCRIPTION OF THE WORK / PHASES / SCHEDULE.** The Project will provide community engagement, design and fabrication of the park improvements. Any phases of Work shall be performed consistent with Exhibit “A” or as dictated by the CDPR. The Project completion schedule shall also adhere to any schedules provided to ARTS by the CDPR in, for example, a Grant Performance Period. All work, including submittal of final project deliverables, close-out documents and final invoice shall be completed no later than the final date provided by the CDPR.

6. **COMPENSATION AND PAYMENT.** The CITY shall pay no compensation to ARTS for completing the Project as described in Exhibit “A”. Instead, ARTS acknowledges that, if awarded, Prop 68 funds shall serve as the only form of compensation to complete the Project. Any payment requests that ARTS makes of the CDPR must satisfy all CDPR invoicing or reimbursement requirements.

Pursuant to Article 3.2.1. of the M&O Agreement, ARTS is required to deliver a minimum of \$125,000 in capital projects and programming services per year. However, ARTS’ completion of the Project shall not be applied towards ARTS’ Requirements described in Article 3.2 of the M&O Agreement. Accordingly, completion of the Project shall neither relieve nor satisfy any portion of ARTS’ Requirements under Article 3.2 of the M&O Agreement.

ARTS shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such

materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment from the DPR under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

7. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event ARTS and the CITY cannot agree to the quality or acceptability of the Work, the manner of performance and/or the compensation payable to ARTS in this Agreement, the CITY or ARTS shall give to the other written notice. Within ten (10) business days, ARTS and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the Work, the manner of performance and/or the compensation payable to ARTS.

8. **DISPOSITION, OWNERSHIP, AND REPRODUCTION OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by ARTS for this Project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this Project; and (3) shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, ARTS hereby assigns to the CITY, and ARTS thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. ARTS shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

A. **Reproductions.** ARTS shall not create three-dimensional reproductions of the Work, or portions thereof, without the express, written consent of the CITY. All expenses associated with creating three-dimensional reproductions shall be borne by ARTS.

B. **Use.** ARTS agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize ARTS' written work product for the CITY's purposes, and ARTS expressly waives and disclaims any residual rights granted to it by state or federal law, including Civil Code Sections 980 through 989 relating to intellectual property and artistic works, and 17 United States Code §106A and §113(d) relating to artists rights.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by ARTS shall relieve ARTS from liability under Section 16, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this Project, unless otherwise mutually agreed.

C. **Process Documentation.** ARTS shall document, photographically and in writing (the "Documentation"), the creative process for production of the Work at various and appropriate stages and shall provide that documentation to the CITY prior to installation of the

Work. Consistent with Section 9 and Section 25, ownership of the Documentation shall pass to and become property of the CITY upon receipt by the CITY.

9. **OWNERSHIP RIGHTS & LICENSES.** Consistent with Section 8 of this Agreement, professional artists under contract with ARTS for the purpose of performing the Work are required to adhere to the applicable terms of this Agreement, including the provisions of this Section 9 and Section 25.

A. **City Ownership.** Ownership of all materials and concepts produced for the CITY under this Agreement, including but not limited to the completed Work, and all rights to licensing and reproductions of the Work, shall pass to and become the property of the CITY, once payment for that phase of work is made by the CITY. The CITY, at its option, will store all drawings and materials that may assist with future repairs. ARTS shall waive all rights to the Work, including copyright, moral rights under the Visual Artists Rights Act, rights under the California Art Preservation Act, and any other artistic rights that may exist in the Work.

ARTS hereby assigns to the CITY all rights to produce, give, sell, and distribute still or motion images and models or other likeness of any kind of the Work, the compensation for which is part of the fee described above, but shall exercise no rights thereto inconsistent with the provision of this Section 9. The CITY may provide appropriate credit to ARTS on all such material, but is not obligated to do so.

B. **City Property.** Any Memoranda, Reports, Maps, Drawings, Renderings, Photos, Plans, Specifications, and other documents prepared by ARTS for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

ARTS agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize ARTS' written work product for the CITY's purposes, and ARTS expressly waives and disclaims any residual rights granted to it by state or federal law, including Civil Code Sections 980 through 989 relating to intellectual property and artistic works and 17 United States Code §106A and §113(d) relating to artists rights. The provisions of this Section 9 shall survive the termination of this Agreement.

10. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither ARTS nor ARTS' employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of ARTS and ARTS' employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of ARTS and its employees. Neither this Agreement, nor any interest herein, may be assigned by ARTS without the prior written approval of the CITY, such approval shall not be unreasonably withheld, conditioned or delayed. Nothing herein contained is intended to prevent ARTS from

employing or hiring as many employees, or subcontractors, as ARTS may deem necessary for the proper and efficient performance of this Agreement. All agreements by ARTS with its subcontractors(s) shall require the subcontractor(s) to adhere to the applicable terms of this Agreement.

11. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of ARTS or any of ARTS' employees, except as set forth in this Agreement. ARTS, or ARTS' agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. ARTS and its agents, servants, and employees are wholly independent from the CITY and ARTS' obligations to the CITY are solely prescribed by this Agreement.

12. **COMPLIANCE WITH APPLICABLE LAW.** ARTS, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. ARTS and each of its subconsultant(s), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

13. **LICENSES, PERMITS, ETC.** ARTS represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. ARTS must promptly produce a copy of any such license, permit, or approval to CITY upon request. ARTS represents and covenants that ARTS shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for ARTS to practice its profession.

14. **STANDARD OF CARE.**

A. ARTS, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of ARTS' trade or profession currently practicing under similar conditions and in similar locations. ARTS shall take all special precautions necessary to protect ARTS' employees and members of the public from risk of harm arising out of the nature of the Work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, ARTS warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning ARTS' professional performance or the furnishing of materials or services relating thereto.

C. ARTS is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the Project ARTS has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless ARTS has notified the CITY otherwise, ARTS warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by ARTS to use due diligence under this sub-section will render ARTS liable to the CITY for any

increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

15. **NON-DISCRIMINATION PROVISIONS.** ARTS shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. ARTS will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. ARTS agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

16. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to ARTS certain confidential information to enable ARTS to effectively perform the services to be provided herein. ARTS shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. ARTS shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 16, however, shall not apply to any part of the information that: (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of ARTS, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of ARTS without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to ARTS by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

ARTS shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, ARTS shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

ARTS shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 17.

17. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, ARTS agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of ARTS' performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or

volunteers. CITY will cooperate reasonably in the defense of any action, and ARTS shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

18. EMPLOYEE PAYMENTS AND INDEMNIFICATION.

A. PERS Eligibility Indemnification. ARTS' employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under California Public Employees Retirement System ("CPERS"); (2) be entitled to any benefits under CPERS; (3) enroll in CPERS as an employee of CITY; (4) receive any employer contributions paid by CITY for CPERS benefits; or (5) be entitled to any other CPERS-related benefit that would accrue to a CITY employee. ARTS' employees hereby waive any claims to benefits or compensation described in this Section 18. This Section 18 applies to ARTS notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

If any ARTS' employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or CPERS to be eligible for enrollment in CPERS of the CITY, ARTS shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for CPERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

B. Limitation of CITY Liability. The payment made to ARTS under this Agreement shall be the full and complete compensation to which ARTS and ARTS' officers, employees, agents, and subcontractors are entitled for performance of any Work under this Agreement. Neither ARTS nor ARTS' officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of ARTS. The CITY shall not be required to pay any workers' compensation insurance on behalf of ARTS.

C. Indemnification for Employee Payments. ARTS agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to CPERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of: (1) ARTS; (2) any employee of ARTS; or (3) any employee of ARTS construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

19. **WORKERS' COMPENSATION.** ARTS shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description,

including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any Work to be performed by ARTS under this Agreement.

20. **INSURANCE & RISK OF LOSS.** ARTS, at its sole cost and expense, shall purchase and maintain, and shall require its subconsultant(s), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

B. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

C. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of ARTS' employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If ARTS has no employees subject to the California Workers' Compensation and Labor laws, ARTS shall execute a Declaration to that effect. Said Declaration shall be provided to ARTS by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, ARTS shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section 20 shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If ARTS does not keep all insurance policies required by this Section 20 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 20, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If ARTS maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by ARTS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

L. ARTS shall bear all risk of loss or damage to the Work until it is completed at Kimball Park pursuant to Section 2 above.

21. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

22. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to ARTS. During said 60-day period ARTS shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY "For Cause" in the event of: (1) a material breach of this Agreement; (2) misrepresentation by ARTS in connection with the formation of this Agreement or the performance of services; or (3) the failure to perform services as directed by the CITY.

C. Termination For Cause shall be effective upon receipt of written Notice of Termination to ARTS as provided for in Section 23. Immediately following receipt of such notice of For Cause termination, ARTS shall perform all services in accordance with this Agreement for a period of sixty (60) days.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by ARTS, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and ARTS shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by ARTS' breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 8.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting ARTS; (2) a reorganization of ARTS for the benefit of its creditors; or (3) a business reorganization or termination of ARTS' 501(c) non-profit organization status.

23. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility; (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service; (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid; or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Attn: Stephen Manganiello
 Director of Public Works / City Engineer
 Engineering & Public Works Department
 City of National City

1243 National City Boulevard
National City, California 91950-4397

To ARTS: Attn: James Halliday
Executive Director
A Reason to Survive, Inc.
200 East 12th Street
National City, California 91950

Notice of change of address shall be given by written notice in the manner specified in this Section 23. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section 23.

24. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, ARTS shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. ARTS also agrees not to specify any product, treatment, process or material for the project in which ARTS has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. ARTS shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. ARTS shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which ARTS has a financial interest as defined in Government Code Section 87103. ARTS represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

ARTS shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 24 by ARTS.

25. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

26. **WAIVER OF ARTISTIC RIGHTS.** Due to the nature of the work of art and the site on which it is installed, ARTS and ARTS' agents, heirs, successors and assigns hereby waive any and all federal and state rights they may have in or to the Work, including but not limited to copyright, any rights under the Visual Artists Rights Act, as set forth at 17 U.S.C. §106A and §113(d), and any rights under the California Art Preservation Act, as set forth in Civil Code Section 987. ARTS agrees that upon completion, ownership in the physical work of art which is created pursuant to this Agreement shall be transferred to and shall vest in the CITY, and ARTS hereby expressly waives and releases all rights of ownership to the work of art, including but not limited to those under Civil Code Section 988. ARTS and ARTS' agents,

heirs, successors and assigns also agree not to attempt to defeat this waiver by cooperating with any organization which seeks to bring an action against CITY under Civil Code Section 989 or any other provision of law. The provisions of this Section 26 shall survive the termination of this Agreement.

27. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the following day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein. To the extent any exhibits, schedules, or provisions herein conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* ARTS shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written approval of CITY, such approval not to be unreasonably withheld, conditioned or delayed.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of ARTS identified in this Agreement. ARTS shall not subcontract any portion of the Work, unless such subcontracting was part of the original proposal or is approved by the CITY in writing, such approval not to be unreasonably withheld, conditioned or delayed. In the event that any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 20 and the indemnification and the hold harmless provision of Section 17 of this Agreement.

N. *Construction.* The parties acknowledge and agree that: (i) each party is of equal bargaining strength; (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement; (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement; (iv) each party and such party's counsel and advisors have reviewed this Agreement; (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice; and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**A REASON TO SURVIVE, A CALIFORNIA
NON-PROFIT CORPORATION, D.B.A.
"ARTS"**

By: _____
Alejandra Sotelo Solis, Mayor

By:  _____
Jacqueline Reynoso, Board Chair

APPROVED AS TO FORM:
Angil P. Morris-Jones

By: _____
Roberto M. Contreras
Deputy City Attorney

By:  _____
Tiffany Duke, Board Member

The project will add or renovate these main features:

1. Renovation of the ARTS Center building interior, plus an expanded entrance with large steps, ornamental landscaping, and art, and an elevated deck space or overlook for art exhibitions and events at rear entrance to the ARTS Center facing park green space, **expanding on and improving the current footprint of the ARTS Center.**
2. New public arts features throughout the park (sculpture garden, mural, art installations).
3. Addition of an ADA ramp from adjacent parking space to ARTS Center.
4. New recreational and health features and amenities, including fitness stations installed along pathway; outdoor patio seating and tables under shade trees; **renovation of a current baseball field into a multipurpose performance play space**; additional bicycle rack.
5. New educational features, including development of a nature playground and children’s discovery area, **considered an outdoor expansion of ARTS footprint, for its younger users.**
6. Enhanced landscaping, including planting 20 new large canopy shade trees; the addition of a community garden/orchard; expansion of ornamental, low water use garden areas.
7. Improved stormwater and water quality management features (bioswales, bioretention basin, water harvesting cistern), and the addition of public drinking fountains with bottle fill stations and dog water stations.
8. Addition of a park ranger unit and “Hero of the Month” on-site park caretaker quarters (safety and health features) **in the amphitheater, expanding the ARTS Center future footprint.**
9. Addition of lighting to improve safety.
10. Removal of current maintenance shed, **and relocation to an area near new multipurpose field. Current dance studio will be relocated to a state-of-the-art new dance studio located on the first floor of ARTS, with access to in-house performance spaces.**
11. Provisions for designated use of a segment of the parking lot by vendors/food trucks during events to support community economic development.

LID Features to be Included:

1. Grading and porous joints
2. Irrigation sensors and water- efficient irrigation equipment
3. Recycled construction materials
4. Drought tolerant and non- invasive planting
5. Tree planting
6. Rainwater cisterns and soccer drainage cells
7. Bioretention basins with partial infiltration
8. Public drinking fountain



Proposed Park Features:

- 1 Renovated ARTS building with expanded footprint
- 2 Low water use garden with native and ornamental plants
- 3 Sculpture garden
- 4 Fruit tree orchard
- 5 Mural
- 6 Additional lighting
- 7 Elevated deck space for art exhibitions and events
- 8 Park ranger unit (Typ. of 3)
- 9 Outdoor patio with seating and wifi
- 10 Designated parking spot for food trucks or vendors
- 11 Expanded ARTS building entrance with large steps, ornamental landscape, informal seating areas, and art to connect building to park
- 12 Existing maintenance building to be removed and relocated
- 13 Fitness stations to be added along pathway
- 14 Bicycle rack
- 15 "Hero of the Month" park caretaker quarters
- 16 Nature playground and children's discovery area for ARTS younger users
- 17 Low water use ornamental planting area behind MLK building
- 18 ADA ramp from existing lower parking lot to ARTS building
- 19 Additional canopy trees and tables for shaded seating areas
- 20 Community garden and fruit tree orchard
- 21 New location for maintenance shed
- 22 Large shade trees
- 23 Drinking fountain with bottle fill station and dog water station
- 24 Water quality bioswale
- 25 Drainage cells which flow to water quality bioretention basin
- 26 Water harvesting cistern
- 27 Multipurpose and performance play surface to replace existing baseball field
- 28 State-of-the-art dance studio within ARTS

ATTACHMENT A

KIMBALL PARK CONCEPTUAL MASTER PLAN
 City of National City

Scale 1" = 50'



Summary of Insurance

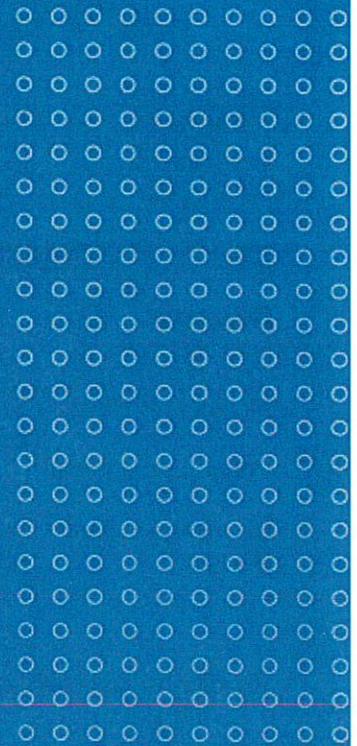
A Reason to Survive

Property/Casualty Insurance

Presented By

Pat Hurley

Review Date: 8/14/2019 August 14, 2019



HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008
(760) 804-0402
www.hubinternational.com



Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 8/3/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Commercial Automobile	Philadelphia Indemnity Insurance Company	PHPK1983702	7/1/2019	7/1/2020	\$14,568.52

POLICY COVERAGES

<u>Coverage</u>	<u>Symbol(s)</u>	<u>Limit/Deductible</u>	
Liability	1	\$1,000,000	CSL
Medical payments	2	\$5,000	Ea person
Uninsured motorist	2	\$1,000,000	CSL
Comprehensive/OTC	2		
Collision	2	Yes	Waiver of deductible
Hired/borrowed liability		Yes	States: CA If any basis: Yes
Non-owned auto liability		Yes	States: CA Employees: 25

COVERED AUTO SYMBOLS	
(1) ANY AUTO	(5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE
(2) ALL OWNED AUTOS	(6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW
(3) OWNED PRIVATE PASSENGER AUTOS	(7) AUTOS SPECIFIED ON SCHEDULE
(4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER	(8) HIRED AUTOS
	(9) NON-OWNED AUTOS

Vehicle Schedule/Deductibles:

#	YEAR MAKE MODEL	VIN NUMBER	SPECIFIED PERILS DED	COMP DED	COLL DED	GARAGING LOCATION
2	2006 Chevy Express	1GAHG39U2611063 71		\$500	\$1,000	San Diego CA
3	2008 Ford E-150	1FBNE31L08DB1483 4		\$500	\$1,000	San Diego CA

Additional Interests:



Additional Coverages:

Forms & Endorsements:

Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 8/3/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Equipment Floater	Philadelphia Indemnity Insurance Company	PHPK1983702	7/1/2019	7/1/2020	\$14,568.52

Coverage/Deductible: / deductible

UNSCHEDULED EQUIPMENT

Coverage Type	Maximum Item	Amount of Insurance	Coins
Computer cov - \$1,000 ded.		90,000	
Mis - NOC Fine Arts, \$500 ded.		10,000	

SCHEDULED EQUIPMENT

Item #	Year/Manufacturer/Model	Type/Description	Serial/ID#	Amount of Insurance
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EQUIPMENT STORAGE

Loc #	Mo. In Storage	Maximum Value		Type of Security
		In Building	Outside	

ADDITIONAL INTEREST:



Type

Name and Address

Interest In

Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 8/3/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
General Liability	Philadelphia Indemnity Insurance Company	PHPK1983702	7/1/2019	7/1/2020	\$14,568.52

Loc 1 Building 1

200 E. 12th, National City, CA 91950

Loc 1 Building 2

200 E. 12th, National City, CA 91950

Loc 1 Building 3

200 E. 12th, National City, CA 91950

Claims Basis: Occurrence

General Aggregate Applies Per:

Coverage	Limits
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Medical Expense (Any One Person)	\$5,000
Employee Benefits	\$1,000,000

Other Coverage:

Hazard Schedule

Loc #	Hazard #	Classification	Class Code	Exposure	Premium Basis
1	1	Sales/Service Organization- Products completed operations subject to general aggregate limit	47367	350000	Payroll - Per \$1,000/Pay
1	1	Bldg/Premis-Office EmployeeNon-profit	61225	20000	Area - Per 1,000/Sq Ft
1	2	Explore	47471	125	
1	3	Engage	47473	18	
1	3	CA Liab Endt-Flat Fee. Liability Deluxe	44444		Other

Forms and Endorsements:

1 General Liability



Additional Interests:

- AI; San Diego Center For Children, 3002 Armstrong St, California 92111-5702
- AI; Castle Park Middle School, 160 Quintard Street, California 91911
- AI; Nativity Prep, 2755 55th Street, California 92105
- AI; Camp Pendleton, Vandegrift Blvd, California 92054
- AI; Clark Teen Center, 3002 Armstrong Street, California 92111
- AI; Fred Finch, 3434 Grove Street, California
- AI; Hilltop Middle School, 44 E J Street, California 91910
- AI; O'Farrell Community School, 6131 Skyline Drive, California 92115
- AI; Polinsky Center for Children, 9400 Ruffin Court, California 92123
- AI; Reflections Central Ronald McDonald House, 8379 Hercules ST, California 92042
- AI; Sweet Water High School, 2900 Highland Avenue, California 91950
- OT; Paradise Creek Housing Partners, LP including their respective directors,, officers, members, managers, partners, employees and success,
- AI; Children's Hospital, Bob Davis and Catherine Greife3020 Childrens Way, California 92123
- AI; YWCA Services, 1012 C St, California 92101
- AI; Cortez Hill, 1449 9th Ave, California 92101
- AI; Ronald McDonald House, 3101 Berger Ave, California 92123
- AI; Monarch School, 808 W Cedar St, California 92101
- AI; Polinsky, 9400 Ruffin Ct, California 92123
- AI; Providence Community Services, 4660 El Cajon Blvd, California 92115
- AI; Barrio Logan College Institute, 1807 Main St, California 92113
- AI; YMCA of San Diego County, 3708 Ruffin Rd, California 92123
- AI; Alba School, 4455 Ute Dr, California 92117
- AI; Associated Residential Service, 8835 Kenwood Drive, California 91977
- AI; Beckys House, 1012 C St, California 92101
- AI; Community Coaching Center, PO Box 720072, California 92172
- AI; Door of Hope, 2799 Health Center Drive, California 92123
- AI; JCCS Clairemont, 4425 Concoy st, California 92111
- AI; JCCS Metro Liberty School, 232 W Ash St, California 92101
- AI; Park Crest Learning Center, 4531 Logan Ave, California 91910
- AI; Shakti Rising, PO BOX 4428, California 92164
- AI; STAR/PAL, 4110 54th St, California 92105
- AI; Vista La Rosa, 2002 Rimbey Ave, California 92154
- AI; Grossmont Union High School District, 1100 Murray Dr, California 92020
- AI; San Diego County Office of Education, 64011 Linda Vista Rd, Room 503, California 92111
- AI; South Bay Community Services, 1124 Bay Blvd Ste D, California 91911
- AI; Community HousingWorks (CHW), 4305 University Ave Ste 550, California 92105
- AI; City of San Diego, 1222 1st Ave, California 92101
- AI; Innovative Construction Consulting Service, PO BOX 6211, California 92860
- AI; Protea National City LLC, 3262 Holiday St #100, California 92037

International Liability Exposure Supplement:

Coverage

Foreign Sales

Contract cost

Contingent auto

Limits

Occurrence

Aggregate

Excess

Occurrence

Aggregate

Excess

Occurrence

Excess

Number of foreign owned autos:



Employers liability
Employers responsibility
Employers medical and AD&D

Occurrence
Excess
Medical
AD&D
Number of employees:
Number of trips:
Duration (average length of stay):

Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 8/3/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Commercial Property	Philadelphia Indemnity Insurance Company	PHPK1983702	7/1/2019	7/1/2020	\$14,568.52

Loc 1 Bldg 1

200 E. 12th National City CA 91950

Sub#	Subjects of Insurance	Limits	Valuation
1	Business Personal Property	\$200,000	Replacement Cost
	Cause of Loss:	Special (Including theft)	
	Coins%:	90%	
	Deductible:	1,000	

Loc 1 Bldg 1

200 E. 12th National City CA 91950

Sub#	Subjects of Insurance	Limits	Valuation
2	Earthquake Sprinkler Leakage	\$200,000	
	Cause of Loss:	Earthquake Sprinkler Leakage	
	Coins%:	90%	
	Deductible:	1,000	

Loc 1 Bldg 1

200 E. 12th National City CA 91950

Sub#	Subjects of Insurance	Limits	Valuation
3	Business Income with Extra Expense	\$300,000	
	Cause of Loss:		
	Coins%:		
	Deductible:		

Spoilage Coverage:

Sinkhole Coverage:

Forms and Endorsements:



Additional Coverages:

Additional Interests:

Policy Level Additional Coverages:

Elite Prop Endt:

Policy Level Additional Interests:

Summary of Insurance

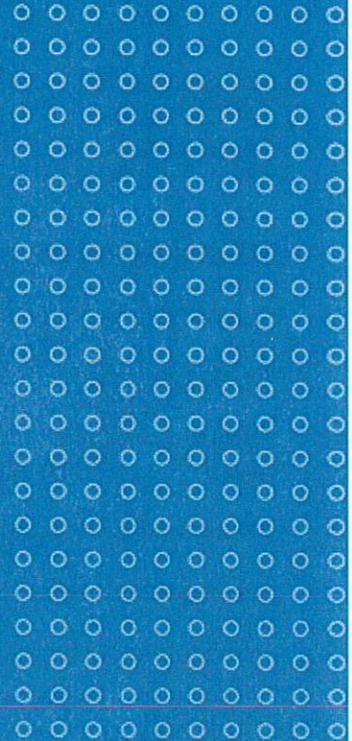
A Reason to Survive

Property/Casualty Insurance

Presented By

Pat Hurley

Review Date: 8/14/2019 August 14, 2019



HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008
(760) 804-0402
www.hubinternational.com



Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 4/17/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Student Accident	Philadelphia Indemnity Insurance Company	PHPA032893	4/17/2019	4/17/2020	\$300.00

General Aggregate Applies Per:

Coverage **Limits**

Other Coverage:

Hazard Schedule

Loc #	Hazard #	Classification	Class Code	Exposure	Premium Basis
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Forms and Endorsements:

Additional Interests:

International Liability Exposure Supplement:

Coverage	Limits
Foreign Sales	Occurrence Aggregate Excess
Contract cost	Occurrence Aggregate Excess
Contingent auto	Occurrence Excess Number of foreign owned autos:
Employers liability	Occurrence Excess
Employers responsibility Employers medical and AD&D	Medical AD&D Number of employees: Number of trips: Duration (average length of stay):



Summary of Insurance

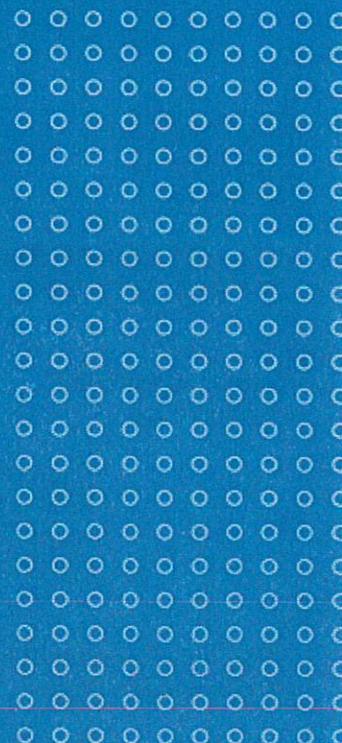
A Reason to Survive

Property/Casualty Insurance

Presented By

Pat Hurley

Review Date: 8/14/2019 August 14, 2019



HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008
(760) 804-0402
www.hubinternational.com



Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 7/1/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Commercial Umbrella	Philadelphia Indemnity Insurance Company	PHUB676609	7/1/2019	7/1/2020	\$2,422.00

Named Insured Schedule:

A Reason to Survive

Limits of Liability Occurrence

Each Occurrence	\$3,000,000
Prod/Compl Ops	\$3,000,000
Aggregate	\$3,000,000
Retained Limit	\$10,000

Employee Benefits Liability

Claims Made Form-- Retro Date

Each Employee	
Aggregate	
Retained Limit	

Underlying Liability Limits

Auto	\$1,000,000	CSL Each Accident
General Liability	\$1,000,000	Each Occurrence
	\$2,000,000	General Aggregate
	\$2,000,000	Prod Comp Ops Aggregate
	\$1,000,000	Personal & Adv Injury
	\$100,000	Damage to Rented Premises
	\$5,000	Medical Expense
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease-Policy Limit
	\$1,000,000	Disease-Each Employee
Other	\$1,000,000	Prof. & Sexual/Abuse
Other	\$1,000,000	Employee Benefits

Additional Interests:

Additional Coverages:



Forms & Endorsements:

Summary of Insurance

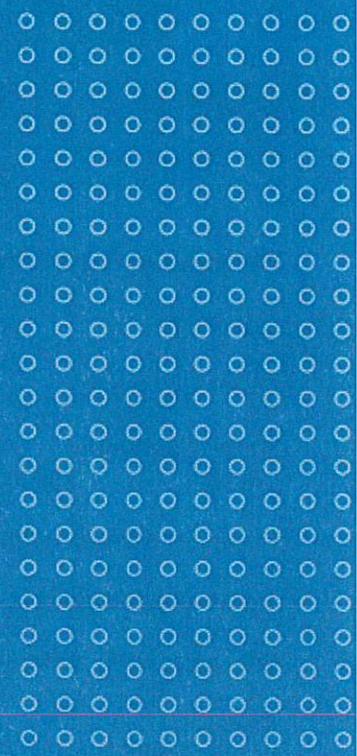
A Reason to Survive

Property/Casualty Insurance

Presented By

Pat Hurley

Review Date: 8/14/2019 August 14, 2019



HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008
(760) 804-0402
www.hubinternational.com



Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 11/18/2018

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Student Accident	Starr Indemnity and Liability	BAP272839	11/18/2018	11/18/2019	\$864.00

General Aggregate Applies Per:

Coverage	Limits
----------	--------

Other Coverage:

Hazard Schedule		Classification	Class Code	Exposure	Premium Basis
Loc #	Hazard #				

Forms and Endorsements:

Additional Interests:

International Liability Exposure Supplement:

Coverage	Limits
Foreign Sales	Occurrence Aggregate Excess
Contract cost	Occurrence Aggregate Excess
Contingent auto	Occurrence Excess Number of foreign owned autos:
Employers liability	Occurrence Excess
Employers responsibility Employers medical and AD&D	Medical AD&D Number of employees: Number of trips: Duration (average length of stay):



Summary of Insurance

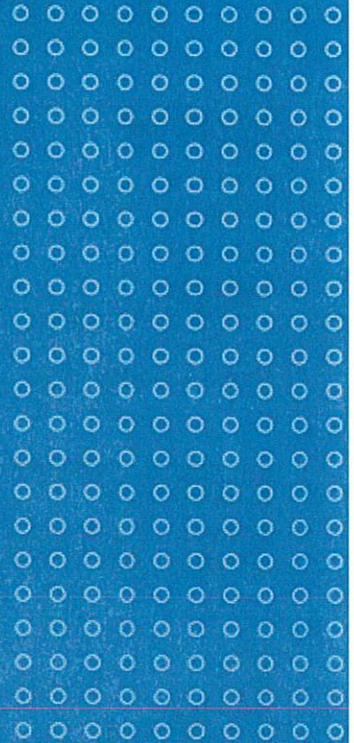
A Reason to Survive

Property/Casualty Insurance

Presented By

Pat Hurley

Review Date: 8/14/2019 August 14, 2019



HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008
(760) 804-0402
www.hubinternational.com



Summary of Insurance

PREPARED: 8/14/2019
COVERAGES AS OF: 5/25/2019

FOR: A Reason to Survive
200 E. 12th. St
National City, CA 91950

BY: HUB International Insurance Services Inc.
1525 Faraday Avenue, Suite 200
Carlsbad, CA 92008

COVERAGE	COMPANY	POLICY NUMBER	EFF DATE	EXP DATE	PREMIUM
Worker's Compensation	State Compensation Insurance Fund of California	9254647-19	5/25/2019	5/25/2020	\$4,212.00

Locations

1 - 200 E 12th Street, National City, CA 91950

Part 1 – States: CA

Employers Liability Coverage

Limits

Each accident	\$1,000,000
Disease – Policy limit	\$1,000,000
Disease – Each Employee	\$1,000,000

Payrolls

Location	Class Code	Categories/Duties/Classifications	Estimated Annual Remuneration/Payroll
1	8868	Colleges/Schools	\$200,000.00
1	9101	Colleges or Schools	

Individuals Included/Excluded

State	Location	Name	DOB	Title	Ownership %	Inc/Exc	Class Code
CA	1	Jani Decillis		Treasurer		I	
CA	1	hawn Donnelly		Secretary		I	
CA	1	Amanda Montgomery		President		I	

Additional Coverages:

Policy-Level Additional Coverages:

Forms & Endorsements:

Policy-Level Forms & Endorsements:

WCFormEndorsement1 1



RESOLUTION NO. 2019 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A TURN KEY AGREEMENT BETWEEN
THE CITY OF NATIONAL CITY AND A REASON TO SURVIVE TO COMPLETE
REVITALIZATION IMPROVEMENTS TO KIMBALL RECREATION CENTER AND
KIMBALL PARK, IF AWARDED THE PROPOSITION 68 STATEWIDE PARK
DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT; UPON
SUCCESSFUL COMPLETION OF THE KIMBALL RECREATION CENTER AND
KIMBALL PARK IMPROVEMENTS THE CITY SHALL ASSUME THE OBLIGATION
TO MAINTAIN THE IMPROVEMENTS FOR 30 YEARS**

WHEREAS, Proposition 68 Statewide Park Development and Community Revitalization Program (SPP) is the largest park related grant program in California's history that creates new parks and recreation opportunities in critically underserved communities across California; and

WHEREAS, to qualify for the SPP grant, the City of National City and A Reason to Survive ("ARTS") are required to execute a Turn Key Agreement, where ARTS shall complete revitalization improvements to the Kimball Recreation Center and Kimball Park; and

WHEREAS, upon successful completion of the Kimball Recreation Center and Kimball Park improvements, the City of National City shall assume the obligation to maintain the improvements for 30 years; and

WHEREAS, SPP allows multiple applications to be submitted for different parks and applicants can potentially receive multiple grant awards, therefore, there is no cap to the amount of grants an applicant may receive per funding cycle; and

WHEREAS, A Reason to Survive ("ARTS") has been a catalyst in establishing an arts, culture, and education district in the National City downtown area, and is dedicated to creating a movement to educate the public on the importance of the arts as a prevention and intervention vehicle to create positive transformation in children and youth facing adversity; and

WHEREAS, with City staff providing support, ARTS submitted an SPP grant application requesting up to \$8,500,000 to perform revitalization improvements to the ARTS Center, the Kimball Recreation Center and Kimball Park; and

WHEREAS, as a result of the community outreach, ARTS's grant application proposes to add or renovate the following main features specifically at ARTS, the Kimball Recreation Center and Kimball Park: murals, additional lighting, designated parking spot for food trucks or vendors, expanding ARTS building entrance with large steps, ornamental landscape, informal seating areas, and art to connect building to art, fitness stations to be added along pathways, bicycle rack, park caretaker quarters, nature playground and children's discovery area for ARTS younger users, low water use ornamental planting area behind Martin Luther King Jr. building, ADA ramp from existing lower parking lot to ARTS building, additional canopy trees and tables for shaded seating areas, Community garden and fruit tree orchard, drinking fountain with bottle fill station and dog water station, Rainwater cisterns and soccer drainage cells, bioretention basins with partial infiltration, and multipurpose and performance play surface to replace existing baseball field; and

Resolution 2019 –
Page Two

WHEREAS, on August 6, 2019, City Council approved the filing of the SPP application for the El Toyon Park Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Turn Key Agreement between the City of National City and A Reason to Survive (ARTS) to complete revitalization improvements to the ARTS Center, Kimball Recreation Center and Kimball Park if awarded the Proposition 68 Statewide Park Development and Community Revitalization Program Grant.

BE IT FURTHER RESOLVED, that upon successful completion of the Kimball Recreation Center and Kimball Park improvements, the City of National City shall assume the obligation to maintain the improvements for 30 years.

PASSED and ADOPTED this 20th day of August, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Time Extension Request - Tentative Subdivision Map for a mixed-use condominium project to be located at 341 East 30th Street. \(Applicant: Raintree Residential, LLC\) \(Case File 2016-23 S\) \(Continued from the August 6, 2019 City Council Meeting\) \(Planning\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: | August 20, 2019 |

AGENDA ITEM NO. |

ITEM TITLE:

|Time Extension Request – Tentative Subdivision Map for a mixed-use condominium project to be located at 341 East 30th Street. (Applicant: Raintree Residential, LLC) (Case File 2016-23 S) ***continued from August 6, 2019 meeting*** |

PREPARED BY: | Martin Reeder, AICP |



DEPARTMENT: | Planning Division |

APPROVED BY: _____



PHONE: | 619-336-4313 |

EXPLANATION:

|The project site is at the northwest corner of East 30th Street and “D” Avenue. The property was approved for a mixed-use condominium project, consisting of 12 residential units and five commercial units with 19 on-site parking spaces, in June of 2017.

All Tentative Subdivision Maps are approved with an expiration date of two years from approval unless a time extension has been granted. No Final Map has been recorded for the approved project; therefore the Tentative Subdivision Map would have expired on June 6, 2019 unless this extension was requested. The Subdivision Ordinance allows applicants to request up to three time extensions for a total of 36 months. The owner is requesting a three year extension of the Tentative Subdivision Map. The applicant has stated that building permits will be submitted within six months and the expected time of completion of the project will be in approximately two years.

City Council continued this item from the August 6, 2019 meeting so that the applicant may be present. |

FINANCIAL STATEMENT:

|**ACCOUNT NO.**

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: | **INTRODUCTION:** | **FINAL ADOPTION:** |

STAFF RECOMMENDATION:

|Extend the expiration date of Tentative Subdivision Map 2016-23 S for three years to June 6, 2022 |

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. |City Council Resolution 2017-97
2. |Overhead
3. |Applicant’s letter of time extension request|

RESOLUTION NO. 2017 – 94

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING A TENTATIVE SUBDIVISION MAP FOR A MIXED-USE
CONDOMINIUM PROJECT TO BE LOCATED AT 341 EAST 30TH STREET
(CASE FILE NO. 2016-23 S; APN: 562-190-32)

WHEREAS, the City Council of the City of National City considered a Tentative Subdivision Map for a Mixed-Use Condominium Project to be located at 341 East 30TH Street at a duly advertised public hearing held on June 6, 2017, at which time the City Council considered evidence; and

WHEREAS, at said public hearing the City Council considered the staff report provided for Case File No. 2016-23 S, which is maintained by the City and incorporated herein by reference; along with any other evidence presented at said hearing; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City, that the evidence presented to the City Council at the public hearing held on June 6, 2017, support the following findings:

FINDINGS FOR APPROVAL
OF THE TENTATIVE PARCEL MAP

1. The proposed map is consistent with the National City General Plan and applicable specific plans, because the project is in compliance with all required density and floor area maximums; provides additional home and business ownership opportunities, consistent with the General Plan and Housing Element, and meets all requirements of the Subdivision Ordinance (Title 17 of the National City Municipal Code), including minimum lot size and dimension.
2. The site is physically suitable for the proposed type of development, because the 12,500 square-foot lot can accommodate the requested number of units within the limits for density and floor area established by the General Plan and Land Use Code.
3. The site is physically suitable for the proposed density of development, because the proposed multi-family residential development, at a density of 41 units per acre, is less than the 48 units per acre allowed in the Minor Mixed-Use Corridor (MXC-1) zone, and the proposed infill development increases the available housing units in the City.
4. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, because there is no natural habitat in the area or bodies of water present on-site. In addition, the property is surrounded by urban development and is currently developed with a residential use.

ATTACHMENT 1

5. The design of the subdivision and the proposed/required improvements are not likely to cause serious public health problems, because the property is currently developed and surrounded by existing residential developments. In addition, the land use and zoning designations allow for the density requested, which was analyzed as part of the environmental document associated with the most recent land use update.
6. The design of the subdivision and the proposed/required improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision, because no such easements would be affected by the proposed development.
7. The discharge of sewerage waste from the subdivision into the City of National City sewer system will not result in violation of existing requirements prescribed by the California Regional Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code, as specified by Government Code Section 66474.6, because the project is required to install and/or upgrade to current requirements for sewage disposal by the Conditions of Approval of this permit.
8. The subdivision has been considered by the Planning Commission with regard to its effect on the housing needs of the region, and these needs are balanced by the public service needs of the residents and available fiscal and environmental resources, because the project will provide eleven new homeownership opportunities, which is consistent with and encouraged by the City's Housing Element.
9. The design of the subdivision provides, to the extent feasible, for future passive and natural heating and cooling opportunities in the subdivision, based on consideration of local climate, topography, property configuration and other design and improvement requirements without requiring reduction in allowable density or lot coverage, because the existing property is already developed and the site is surrounded by existing residential development. All new construction proposed in the future will be in compliance with the California Building Code, which takes such factors in to consideration.
10. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 32 Section 15332 (In-Fill Development Projects), for which a Notice of Exemption will be filed subsequent to approval of this Tentative Subdivision Map.

BE IT FURTHER RESOLVED that the application for Tentative Subdivision Map is approved subject to the following conditions:

General

1. This Tentative Subdivision Map authorizes a 12-unit mixed-use condominium project located at 341 East 30th Street. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibits A-Revised and B-Revised, Case File No. 2016-23 S, dated March 16, 2017).

2. Before this Tentative Subdivision Map shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Tentative Subdivision Map. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Tentative Subdivision Map are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
3. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk.**
4. Approval of the tentative map expires two (2) years after adoption of the resolution of approval at 6:00 p.m., unless prior to that date a request for a time extension not exceeding three (3) years has been filed, as provided by National City Municipal Code Section 17.04.070.

Building

5. Plans submitted for improvements must comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

Engineering

6. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
7. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.

8. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
9. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
10. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.
11. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
12. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.
13. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
14. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6 inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
15. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.

16. A soils engineering report shall be submitted for the Engineering Department's review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
17. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced.
18. The existing pedestrian ramp on the northwest corner at the intersection of D Avenue and 30th Street shall be removed and replaced with standard ramp complying with the ADA requirements and the Regional Standard Drawings.
19. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods.
20. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
21. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
22. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
23. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
24. All new dwellings are subject to a Transportation Development Impact Fee. This includes new homes, condos, and apartments.
25. All electrical, telephone, and similar distribution service wires for the new structure(s) shall be placed underground.
26. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the

estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.

27. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
28. The final parcel map shall meet all of the requirements of the Subdivision Map Act, and the City of National City Municipal Codes, including certification, acknowledgement, complete boundary information, and monumentation.
29. The developer shall submit to the Fire Department a letter from Sweetwater Authority stating existing fire flow. If determined by the Fire Department that additional improvements are needed, the developer shall enter into an agreement for the water improvements with the Sweetwater Authority prior to obtaining the final map approval.
30. Separate water and sewer laterals shall be provided to each lot/parcel.
31. The developer shall bond for the monumentation, the public improvements and the on-site grading, drainage, landscaping, and other improvements through an agreement with the City prior to the approval of the final map.
32. SUSMP documentation must be submitted and approved.
33. The final map shall be recorded prior to issuance of any building permit.
34. All new property line survey monuments shall be set on private property, unless otherwise approved.
35. The parcel map/final map shall use the California Coordinate System for its "Basis of Bearings" and express all measured and calculated bearings in terms of the system. The angle of grid divergence from a true meridian and the north point shall appear on the map. Two measured ties from the boundary of the property to existing horizontal control stations shall be shown.

Fire

36. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
37. Fire Sprinkler, Fire Alarm, Fire Protection Systems, and Fire Underground plans are to be directly submitted to the National City Fire Department under separate permit for review and permitting. Fees along with 3 sets of plans including all "Cut Sheets and Calculations" shall be included upon submittal. Plan review shall be a 30-day plan review process or 21 working days. A fire department connection will be required for this site.

38. Supervision (Fire Alarm) of sprinkler piping and fire detection devices shall be automatically supervised where more than 20 sprinklers are on the system. An annunciator panel will be required

Planning

40. No plans for construction shall be approved until East 30th Street has been restriped and the red curbing along the property frontage removed to the satisfaction of the City Engineer. A minimum of one on-site parking space shall be dedicated to commercial customers and shall be accessible to those with disabilities.
41. All future signage for the commercial units (live/work) shall be in compliance with Chapter 18.47 of the National City Municipal Code.
42. The landscape plan submitted for grading and/or construction shall meet all regulations contained in Chapter 18.44, including all required street trees.
43. The developer shall provide a declaration of covenants, conditions, and restrictions running with the land clearly setting forth the privileges and responsibilities, including maintenance, payment of taxes, etc., involved in the common ownership of parking areas, walks, buildings, utilities and open spaces prior to approval of the final map. Said CC&R's shall be subject to approval as to content and form by the City Attorney. The CC&R's shall allow the City the authority but not the obligation to assume maintenance of the property and assess the full cost including overhead costs therefore as a lien against the property if said property is not adequately maintained per the agreement. The CC&R's shall include a determination that the funds provided by the maintenance provisions will be sufficient to cover all contemplated costs.
44. A corporation, association, property owners' group, or similar entity shall be formed with the right to assess all the properties which are jointly owned with interests in the common areas and facilities in the entire development to meet the expenses of such entity, and with authority to control, and the duty to maintain, all of said mutually available features of the development. Such entity shall operate under recorded conditions, covenants, and restrictions approved by the City Attorney as to form and content, which shall include compulsory membership of all owners and flexibility of assessments to meet changing costs of maintenance, repairs and services.

Sweetwater Authority

45. Fire Service, water meter, and valve placement locations and design shall comply with the Authority's minimum required clearances.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

[Signature Page to Follow]

Resolution No. 2017 – 94
June 6, 2017
Page Eight

PASSED and ADOPTED this 6th day of June, 2017.



Ron Morrison, Mayor

ATTEST:



Michael R. Dalla, City Clerk

APPROVED AS TO FORM:



Angil P. Morris-Jones
City Attorney

Passed and adopted by the Council of the City of National City, California, on June 6, 2017 by the following vote, to-wit:

Ayes: Councilmembers Cano, Mendivil, Morrison, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON
Mayor of the City of National City, California

MICHAEL R. DALLA
City Clerk of the City of National City, California

By: _____
Deputy

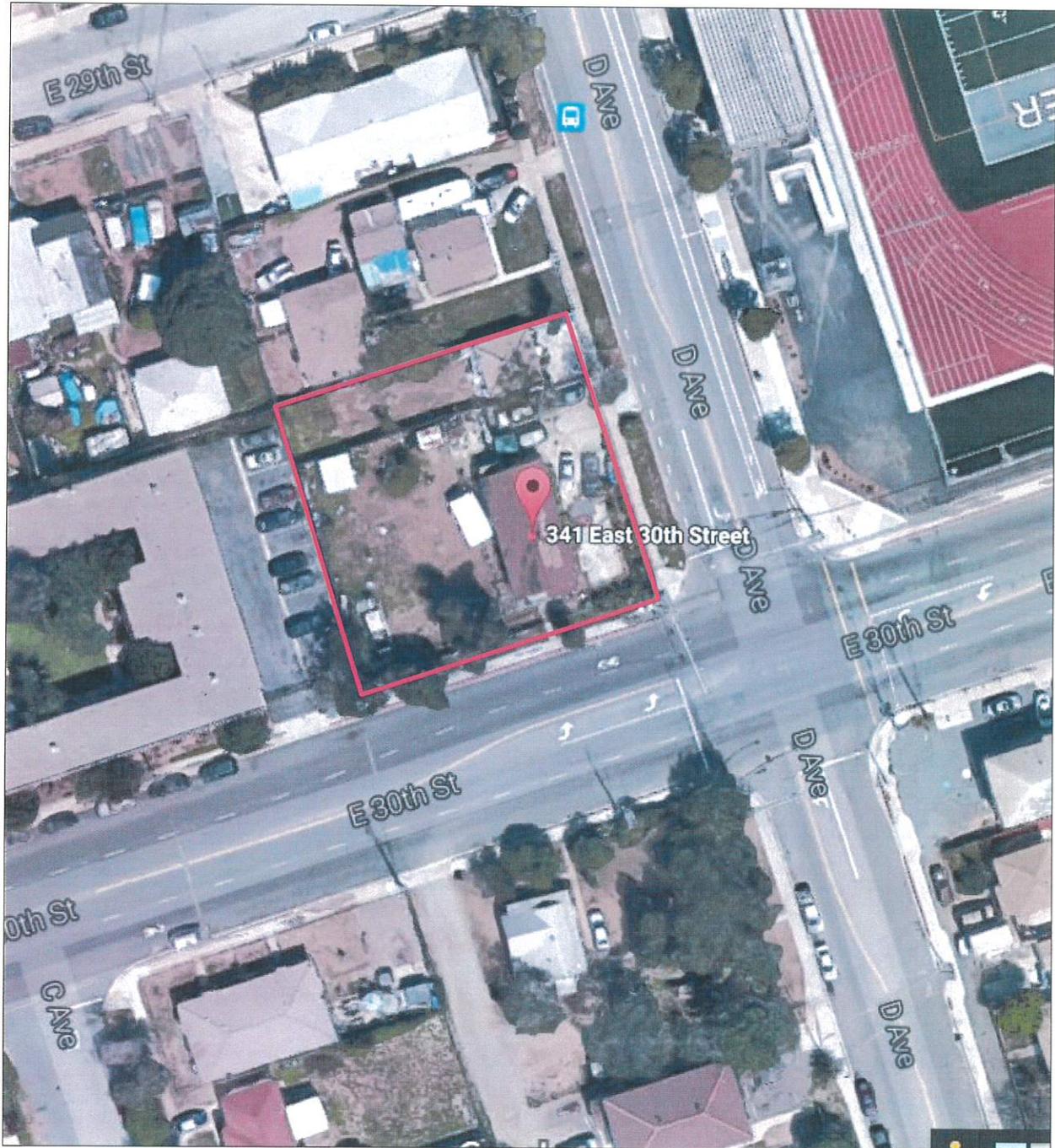
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2017-94 of the City of National City, California, passed and adopted by the Council of said City on June 6, 2017.



Michael R. Dalla
City Clerk of the City of National City, California

By: _____
Deputy

2019-13 TE (2016-23 S) – 341 East 30th Street – Overhead



RAINTREE RESIDENTIAL LLC
6815 FLANDERS DR. #240
SAN DIEGO CA 92121

June 13, 2019

To: City of National City c/o Martin Reeder-Planning Department

From: Michael Kootchick – Manager Raintree Residential LLC

Re: Tentative Map Extension Request

Pursuant to National City municipal code 17.04.070, we would like to formally request a three year extension on the approved tentative parcel map for case file 2016-23 S, parcel number 562-190-32. (A copy of the approved resolution document is attached)

With the approved extension we fully plan on moving forward and completing the project as previously approved. Our current timeline has our construction documents and final parcel map submitted for approval within 6 months of today's date and the project built and completed within two years.

If you have any question on concerns, please feel free to contact me anytime at 619-804-3417 or by email at mk@lanshirehousing.com.

Sincerely,



Michael Kootchick

ATTACHMENT 3

The following page(s) contain the backup material for Agenda Item: [Request to demolish potentially historic property located at 1929 Harding Avenue. \(APN 559-104-03-00\) \(Planning\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.: 22

ITEM TITLE:

Request to demolish potentially historic property located at 1929 Harding Avenue (APN 559-104-03-00).

PREPARED BY:  Martin Reeder, AICP – Principal Planner

DEPARTMENT: Planning Division

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

The City has received a building permit application for the demolition of a single-family home at 1929 Harding Avenue (APN 559-104-03-00). National City Municipal Code section 18.12.160 Historic Properties, specifically subsection C. Review of Ministerial Permits, provides for City Council review of a pending permit for the demolition, significant alteration, or conversion of a structure identified on the list of historic properties. On October 16, 2018, the City Council adopted Resolution 2018-187, which initiated the historic designation of the subject property as recommended by the National City Historical Society.

Section 18.12.160 requires the City to withhold issuance of the permit for a period of 30 days during which the Historical Society is provided 20 days to submit any comments or recommendations. Since the building permit application was received on July 16, 2019, the City Council should take action as soon as possible as 30 days was August 16, 2019. The Historical Society reviewed the permit application and originally requested 90 days to salvage anything of historical significance. However, they have since finished their inspection of the home and have found nothing of salvage value. They now support issuance of the building permit. The City Council may take action to approve or deny the permit application or to withhold issuance to allow further evaluation.

The applicant has provided the attached historical analysis, which concludes that “substantial and numerous modifications over time and diminished historical integrity result in a lack of architectural and material significance.” In addition, the structure is considered unsafe to occupy by the City due to its poor condition.

With the support of the Historical Society, staff recommends that the building permit be issued.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This action is Categorically Exempt pursuant to the California Environmental Quality Act, California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19, Section 15301(I).

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Issue the building permit for the demolition of 1929 Harding Avenue.

BOARD / COMMISSION RECOMMENDATION:

Not Applicable

ATTACHMENTS:

1. Building Permit Application (Plan Check # 2019-8984)
2. National City Municipal Code Section 18.12.160 Historic Properties
3. Email correspondence from the National City Historical Society
4. Architectural description and integrity analysis of 1929 Harding Avenue

ATTACHMENT 1

PROJECT INFO:
 104 HARDING AVE
 NATIONAL CITY, CA 91950

LEGAL OWNER:
 CLARA FUTURA INVESTMENTS, LL

SITE AREA = 20,078 S.F.
EXISTING LIV. AREA = 1526 S.F.

LEGAL DESCRIPTION:
 APN: 599-104-09-00
 000348 BLK 104, LOTS 3-10¹ ALLEY
 CLSD ADJ

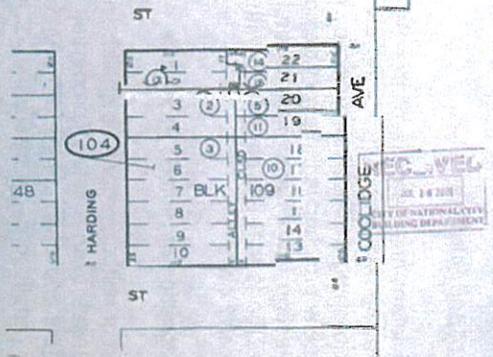
SCOPE OF WORK:
 *DEMOLISH ALL STRUCTURES ON THE PROPERTY
 TOGETHER WITH CONCRETE SLABS, VEGETATION
 AND FENCING.
 *TEMP FENCING TO BE INSTALLED

JOB NOTES:
 *ELECTRIC PANELS - ELECTRICITY HAS BEEN REMOVED
 *GAS - GAS LINE HAS BEEN CAPPED AT THE PROPERTY LINE
 *ASBESTOS SURVEY HAS BEEN COMPLETED

VICINITY MAP **SITE =**

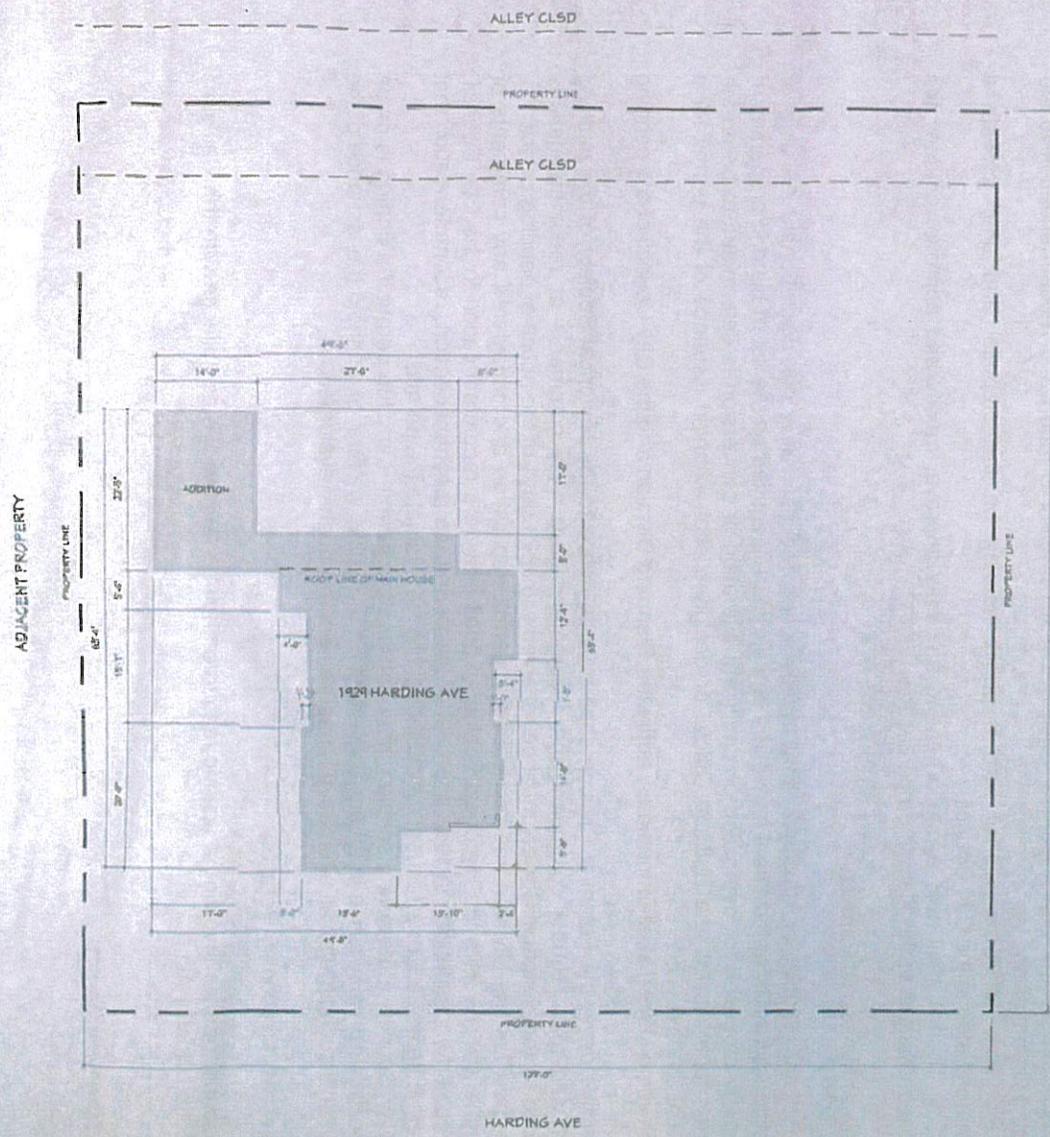


ASSESSOR'S MAP



SITE/DEMO PLAN

SCALE 1/8" = 1'-0"



JCS
 DRAFTING & DESIGN
 619.454.0961

1209 DEMO
 1929 HARDING AVE
 NATIONAL CITY, CA 91950

2019-89884

REVISION	DATE	BY	CHK

DATE: 01.11.2019
 SCALE: 1/8" = 1'-0"
 DRAWN BY: JCS

A 01

18.12.160 HISTORIC PROPERTIES

A. Intent and Purpose

It is the intent and purpose of this Section to protect, preserve and, where damaged, restore National City's historic resources by:

1. Establishing a procedure whereby properties of historical significance are identified and appropriate notice is provided in the event demolition, significant alteration, or conversion is proposed.
2. Protecting the educational, cultural, economic, and general welfare of the public, while employing regulations that are consistent with sound historical preservation principles and the rights of private property owners.

B. Designation of Historic Properties

1. A list of historic properties shall be maintained and periodically updated.
2. Changes to the historic properties list may be initiated by resolution of the City Council or on the verified application of the owner(s) of the property to be designated or their authorized agents.
3. Any application or resolution that proposes changes to the historic properties list shall be accompanied by an evaluation of the historic character of the property and shall be reviewed by the Planning Division.
4. The Planning Division, after reviewing such application for completeness, shall notify the Historical Society of the proposed changes to the historic properties list. Any comments or recommendations provided by the Historical Society must be received within 20 days of the notice of proposed changes.
6. Once the Planning Division has completed review of the application and considered any comments or recommendations from the Historical Society, it shall prepare a report and recommendation to the Planning Commission.
7. The Planning Commission shall hold a public hearing on the proposal and shall provide a recommendation to the City Council.
8. The City Council shall hold a public hearing and may approve, modify and approve, or deny the proposed changes to the historic properties list.

C. Review of Ministerial Permits

1. The Building Official or designee shall review each request for a non-discretionary building or demolition permit to determine if it involves any structure identified on the list of historic properties. If a property proposed for demolition or significant alteration or conversion is determined to be on the historic properties list, the Building Official or designee shall withhold issuance of the permit for a period of 30 days.
2. The Building Official shall immediately notify the Planning Division and the City Council of the pending permit.
3. Within five days, the Planning Division shall provide notice to the Historical Society of the pending permit and may request comments and recommendations. Any comments or recommendations provided by the Historical Society must be received within 20 days of the notice of pending permit.
4. Once the Planning Division has reviewed the permit application and considered any comments or recommendations from the Historical Society, it shall provide a recommendation to the City Council. The recommendation may include approval of the permit, no recommendation, recommendation that the permit be denied, or a request for additional time to evaluate the permit.
5. The City Council, at its sole discretion, may approve the permit, deny the permit if a finding is made that such permit may result in an adverse effect on the public welfare, or withhold the issuance of the permit until such time as all alternative measures are thoroughly evaluated.

D. Review of Discretionary Permits

All discretionary permits involving a historic resource shall be reviewed in compliance with the California Environmental Quality Act.

Martin Reeder

To: ladymartinelli@gmail.com
Subject: RE: 1929 Harding Avenue

From: ladymartinelli@gmail.com [mailto:ladymartinelli@gmail.com]
Sent: Monday, August 12, 2019 5:42 PM
To: Martin Reeder <mreeder@nationalcityca.gov>
Subject: Re: 1929 Harding Avenue

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

martin the historical society has reviewed the house at 1929 harding ave. (gillingham's other project across the street). the building has been vandalized to the point that there is nothing left inside including removing most floorboards . it's not safe to go in. therefore the historical society has completed its review of the property at 1929 harding ave. and it is now determined that there is no longer anything worth salvaging . we approve the issuance of his demolition permit early . by board recommendation . janice martinelli vice pres national city historical society. cc mica polanco president and board members

Sent from my iPhone

From: ladymartinelli@gmail.com [mailto:ladymartinelli@gmail.com]
Sent: Wednesday, July 17, 2019 5:01 PM
To: Martin Reeder <mreeder@nationalcityca.gov>
Subject: Re: 1929 Harding Avenue

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

the house is on very poor condition. before the demolition the historical society is to have 90 days to remove anything that could be used in one of the nat city historic homes or members of the society. the one on harding soho and lori peoples stripped before we could get in. i hope this does not happen again

Sent from my iPhone

On Jul 17, 2019, at 4:52 PM, Martin Reeder <mreeder@nationalcityca.gov> wrote:

Hi Janice,

Dave Gillingham has submitted a demolition permit request for 1929 Harding Avenue. I believe the National City Historic Society has already stated that they are not opposed to issuance of a demolition permit, but wanted to make sure. This email is formal notice

from the City of the permit application. If you have any comments or requests for any salvage opportunities like last time, please let me know within 20 days of this email (August 6th). Additionally, if this notice needs to be sent to a different contact (I understand you are no longer the NCHC President?), please let me know.

Thanks,

Martin

Martin Reeder, AICP
Principal Planner
City of National City
1243 National City Boulevard
National City, CA 91950
Office: (619) 336-4313
Fax: (619) 336-4321
<image001.png>
City Hall Hours: M-Th 7a-6p

ATTACHMENT 4

Tricia Olsen, AICP
Historic Research & Consulting

June 25, 2019

To: Dave Gillingham
Re: 1929 Harding Avenue, National City, CA

Mr. Gillingham,

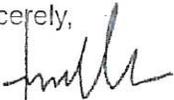
At your request, I have conducted a site visit to the property at 1929 Harding Avenue, as well as basic historic research into the occupancy of the property, and provided an architectural description and integrity analysis.

The occupancy history of the subject home, 1929 Harding Avenue, indicates that the dwelling was occupied by numerous individuals over time. The earliest occupant appears to have been Charles Henry Worster, who is identified as a machinist and mechanic for the railroad.

The architectural style of the dwelling was likely originally a simple Folk Victorian of the "gable front and wing" subtype. However, substantial and numerous modifications over time and diminished historical integrity result in a lack of architectural and material significance.

Please let me know if I can be of additional assistance in further historic research for your property.

Sincerely,



Tricia Olsen, AICP

Enclosures:

1929 Harding Avenue Occupancy History
1929 Harding Avenue Sanborn Maps
1929 Harding Avenue Architectural Description
1929 Harding Avenue Integrity Analysis
1929 Harding Avenue Existing Conditions Photographs

1929 Harding (4th) Avenue
Occupancy History

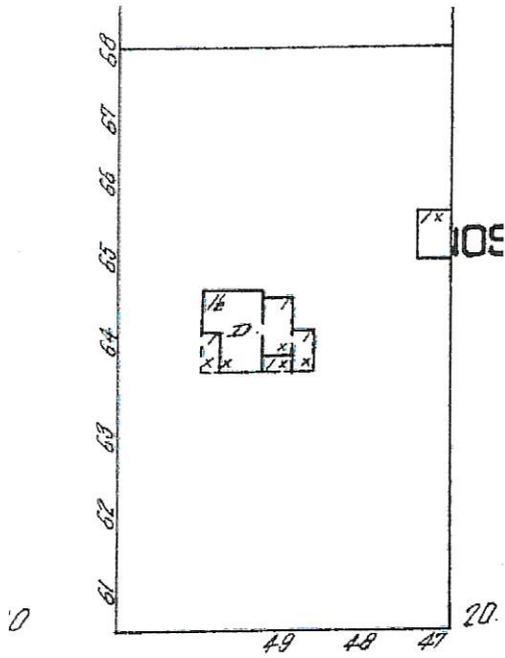
Year	Address	Occupant	Occupation	Source	Notes
1884	National City	Worster, Charles H.	Locomotive Engineer	Voter Registration	
1890	National City	Worster, C. H.	Machinist	Voter Registration	
1893	4th Ave and 20th	Worster, C. H. Worster, M. M.	Foreman at NC&O RR Shop	City Directory	
1894	National City	Worster, Charles Henry	Machinist	Voter Registration	
1895	4th Ave near 20th St.	Worster, C. H.	Master Mechanic, NC&O RR	City Directory	
1899	4th Ave and 20th	Worster, C. H.	Master Mechanic, NC&O RR	City Directory	
1900	National City	Worster, Charles H. & Jennie M.	Master Mechanic, RR Shop	Census	
1901	4th Av bet. 19th and 20th	Worster, Charles H.	Machinist	City Directory	
1903	4th Av bet. 19th and 20th	Worster, Charles H.	Machinist, Santa Fe	City Directory	
1904	es 4th Ave bet 19th and 20th	Worster, Charles H.	Machinist	City Directory	
1905	4th Av ne cor 20th	Worster, Charles H.	Machinist	City Directory	Charles Worster d. 8/27/1905 aged 65
1906	4th Av ne cor 20th	Worster, Jennie		City Directory	Wid Chas H
1907	4th Av ne cor 20th	Worster, Jennie		City Directory	Wid Chas H
1908	4th Av ne cor 20th	Worster, Jennie		City Directory	Wid Chas H
1910		Worster, Jennie	Own Income	Census	Renter, Widowed, age 71
1910	es 4th Av cor 20th	Worster, Mrs. M Jenny		City Directory	
1915	1929 4th Avenue	Hodgman, Lewis H. & Emma J.		City Directory	Emma Hodgman b. 3/9/1849 - d. 12/27/1916
1916	1929 4th Avenue	Hodgman, Lewis & Emma	Retired	Voter Registration	
1916	1915 4th Ave	Worster, Jenny M.		City Directory	Jennie Worster d. 11/10/1918 aged 80
1917	1929 4th Avenue	Hodgman, Lewis		City Directory	
1918	1929 4th Avenue	Hodgman, Lewis	Retired	Voter Registration	
1920	1929 4th Avenue	Hodgman, Lewis		City Directory Census	
1920	1929 4th Avenue	Worster, Mark & Minnie	Grocery at 1847 7th	City Directory Census	Minnie daughter of Lewis and Emma Hodgman Mark son of Jenny Worster
1921	1929 4th Avenue	Hodgman, Lewis		City Directory	Lewis Hodgman b. 1/30/1836 - d. 6/21/21
1921	1929 4th Avenue	Worster, Mark & Minnie	Grocery at 1847 7th	City Directory	
1924	1929 4th Avenue	Exon, Guy S. & Mary	Plasterer	Voter Registration	
1925	1929 4th Avenue	Exon, Guy S. & Mary	Plasterer	City Directory	
1925	1929 4th Avenue (rear)	Eden, Albert M.		City Directory	
1926	1929 4th Avenue	Exon, Guy S. & Mary	Plasterer	City Directory Voter Registration	
1927	1929 4th Avenue	Exon, Guy S. & Mary	Plasterer	City Directory	
1928	1929 4th Avenue	Exon, Guy S. & Mary	Plasterer	City Directory Voter Registration	
1929	1929 4th Avenue	Exon, Guy S. & Mary	Plasterer	City Directory	
1930	1929 Fourth Avenue	Exon, Guy S. & Mary Exon, Guy Rush Eden, James M.	Plasterer	Census	Guy Exon b. 8/27/1880 - d. 2/26/1960
1930	1929 Fourth Avenue	Eden, Albert M. Eden, James	Laborer	City Directory	
1934	1929 Harding	Jones, Isabell Mrs.		Voter Registration	
1938	1929 Harding	Martinelli, Dinlio & Linda	Laborer	Voter Registration	
1939	1929 Harding	Martinelli, Dinlio & Linda	Laborer	City Directory	
1940	1929 Harding	Martinelli, Duilio & Linda May Martinelli, Palo Victor Hartman, Helen Huddleston, Martha Huddleston, Clarence Huddleston, Gene Huddleston, John	Laborer	Census Voter Registration	Martinellis are owners, others are roomers
1941	1929 Harding	Martinelli, Duilio & Linda May		City Directory	
1942	1929 Harding	Martinelli, Dinlio & Linda	Laborer	Voter Registration	
1945	1929 Harding	Martinelli, Duilio & Linda May		City Directory	
1948	1929 Harding	Martinelli, Duilio & Linda May	Horse trader	City Directory	
1963	1929 Harding (front)	Reyes, Jesus		City Directory	

1929 Harding (4th) Avenue
Occupancy History

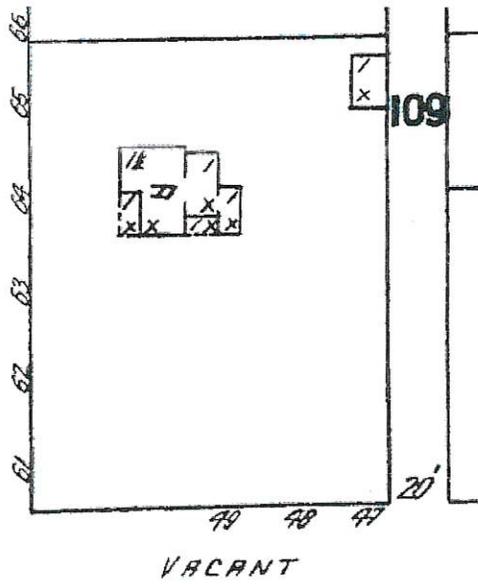
ATTACHMENT 4

1963	1929 Harding (rear)	Macias, Carlos	Macias Produce	City Directory	owner
1964	1929 Harding (front)	Oliva, Antonio		City Directory	
1964	1929 Harding (rear)	Macias, Carlos	Macias Produce	City Directory	owner
1966	1929 rear	Carlos & Maria Macias	CT Macias Produce	City Directory	owner
1967	1929 Harding (front)	Reyes, Jesus		City Directory	
1967	1929 Harding (rear)	Macias, Carlos	CT Macias Produce	City Directory	owner
1969	1929 Harding (front)	Vacant		City Directory	
1969	1929 Harding (rear)	Macias, Carlos T & Maria	CT Macias Produce	City Directory	owner
1971	1929 Harding	Macias, Carlos T & Maria	CT Macias Produce	City Directory	
1980	1929 Harding	Macias, Carlos T & Maria	CT Macias Produce	City Directory	Carlos Macias b. 3/28/08 - d. 2/9/1996

ATTACHMENT 4

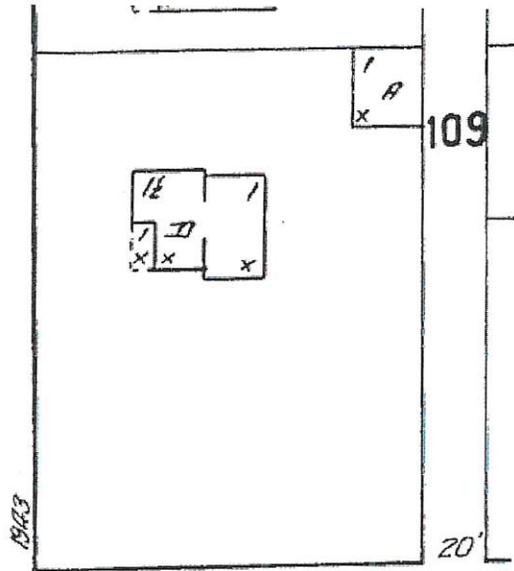


1929 Harding (previously 4th), National City – 1907

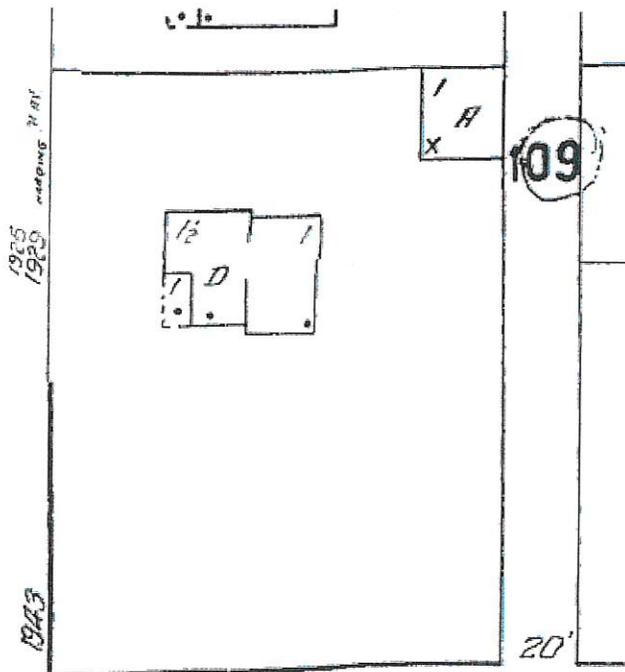


1929 Harding (previously 4th), National City – 1911

ATTACHMENT 4



1929 Harding (previously 4th), National City – 1926



1929 Harding (previously 4th), National City – 1950



1929 Harding (previously 4th), National City – 2019

1929 Harding (4th) Avenue, National City Architectural Description

The subject dwelling is located at 1929 Harding Avenue, formerly 4th Avenue, in National City. The earliest available City Directory listing indicates that the dwelling was occupied in 1893 by Charles Henry Worster, a locomotive engineer, however Voter Registration lists Charles Worster as a resident of National City as early as 1884, so it is possible that the dwelling was present at this time or even earlier.

The Sanborn Fire Insurance maps from 1888, 1893, and 1899 do not show the block on which the subject dwelling was constructed. The dwelling is present on the Sanborn maps from 1907, 1911, 1926, and 1950. Examination of the Sanborn Maps and the current condition of the dwelling show that substantial modifications to the footprint have taken place over time. In 1907 and 1911, the Sanborn Maps show a one and one-half story dwelling, with two connecting one-story rooms at the rear, a single story room on the south side accessed from the exterior only, and an unenclosed front porch extending from the south end of the front facing gable to the south end of the dwelling. A one story detached structure is also shown at the rear of the property. The 1926 and 1950 Sanborn Maps indicate that some changes took place to the configuration of the dwelling between 1911 and 1926. The single story rooms at the rear of the dwelling have been combined into one large single story room at the rear of the one and one-half story structure. The detached structure at the rear of the property has been enlarged to become a one story auto garage.

In its current condition, the dwelling consists of what is likely the original a one and one-half story portion, with a steeply pitched roof characterized by two main gables, with two additional dormers, one facing toward the west on the front elevation and one facing north on the side elevation. This portion of the dwelling is clad in horizontal wood siding with vertical board in the upper gables. The eaves are open, and rafter tails are closed off with fascia board.

Behind the presumed original portion of the dwelling is a single story gabled roof portion of the dwelling which is shown on the 1907 and 1911 Sanborn Maps as separate rooms, and by 1926 was combined into one large room. This section is clad in horizontal wood siding, but no vertical boards are present in the gable. A brick chimney projects through the roofline. The connection of this section to the original portion of the dwelling is clumsy, particularly on the south elevation.

Another single story linear addition connects the rear of the dwelling with a gabled roof structure, which appears to have been detached. This linear addition has a shallow shed roof and is clad in a hodgepodge of various wood boards and pieces, but appears to have originally been either open as a breezeway structure or clad in vertical siding. It is unclear whether the structure it connects to is the same detached structure that is shown on the 1907 and 1911 Sanborn Maps and then enlarged into an auto garage as shown on the 1926 and 1950 Sanborn Maps. It appears to be much closer to the dwelling than it is represented on the Sanborn Maps; however, variations in the

**1929 Harding (4th) Avenue, National City
Architectural Description**

ATTACHMENT 4

horizontal lap siding material on the west elevation suggest that a garage door may have been present at one time.

Examination of the subject dwelling and the plan represented by early Sanborn Maps suggest that the dwelling was originally constructed as a simple Folk Victorian dwelling of the “gable front and wing” variety. This style was popular nationally from approximately 1870-1910, made possible by railroad expansion and widely accessible woodworking machinery, and is a less elaborate version of the high style Queen Anne Victorian style that was popular at the time. Folk Victorian homes would incorporate limited detailing, such as turned spindles at the porch, or brackets at the eave line where boxed eaves are present. Folk Victorian dwellings were generally symmetrical, with the exception of the “gable front and wing” subtype, which was characterized by a main portion with a front facing gable, and a wing projecting to the side with a gable end at the terminus of the roofline. Entry doors were generally placed beneath a porch extending the length of the projecting wing, adjacent to the main front facing gable. In the case of the subject dwelling, this porch is no longer present, and a small wood overhang supported by a post has been constructed at the entry. Folk Victorian windows were generally wood, double hung, with simple window surrounds. The dwelling retains few of its original wood double hung windows, those that are present exhibit two lights in the upper and lower sashes, and are broken and deteriorated. Notably, the front window at the first floor is a Chicago style window, which was common during the height of popularity of the Craftsman architectural style and was likely added sometime after 1910. It would not have been an original feature of this dwelling nor appropriate to the Folk Victorian style.

Integrity Analysis

According to the National Park Service, the integrity of a resource is determined by “the ability of a property to convey its significance.” In order to illustrate integrity, resources should be evaluated under the seven aspects of integrity defined by the NPS: location, design, setting, materials, workmanship, feeling and association.

Location: Location is defined by the National Park Service as the “place where the historic property was constructed or the place where the historic event occurred.”

The house is situated in the same location on the lots as originally constructed, therefore the property retains integrity of location.

Design: Design is defined as the “combination of elements that create the form, plan, space, structure, and style of a property.”

The dwelling exhibits some character defining features of the Folk Victorian style, specifically the “gable front and wing” subtype. However, the dwelling has been modified by numerous additions which have compromised the original “gable front and wing” plan; few original windows remain, and none of these are intact; and the front of the

**1929 Harding (4th) Avenue, National City
Architectural Description**

dwelling has been modified by removal of the original porch, and installation of a Chicago window. The dwelling no longer retains integrity of design.

Setting: Setting is defined as the “physical environment of a historic property.”

The dwelling was originally constructed sometime prior to 1893, when the surrounding area was largely undeveloped. The area immediately surrounding the subject dwelling was developed with residential properties over time, with commercial and industrial or railroad properties in the larger surrounding area. Over time, the area has become further developed with these same uses and the property retains integrity of setting.

Materials: Materials are defined as the “physical elements that were combined or deposited during a particular period of time and in a pattern or configuration to form a historic property.”

While the dwelling appears to retain its original horizontal siding, nearly all other materials have been modified or have deteriorated beyond repair, and the property no longer retains integrity of materials.

Workmanship: Workmanship is defined as the “physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.”

Due to loss of materials and extreme deterioration, the dwelling no longer retains integrity of workmanship.

Feeling: Feeling is defined as the “property’s expression of the aesthetic or historic sense of a particular period of time.”

The property retains its relationship to its surroundings, which largely remain unchanged. However, extreme degradation of the dwelling has resulted in a loss of the original aesthetic expressed by the architecture, and the property no longer retains integrity of feeling.

Association: Association is defined as the “direct link between an important historic event or person and a historic property.”

No evidence has been discovered indicating that the property is associated with an important historic event or person, therefore integrity of association is not applicable in this case.



Image 1: House - Street View



Image 2: House - Front/West Elevation

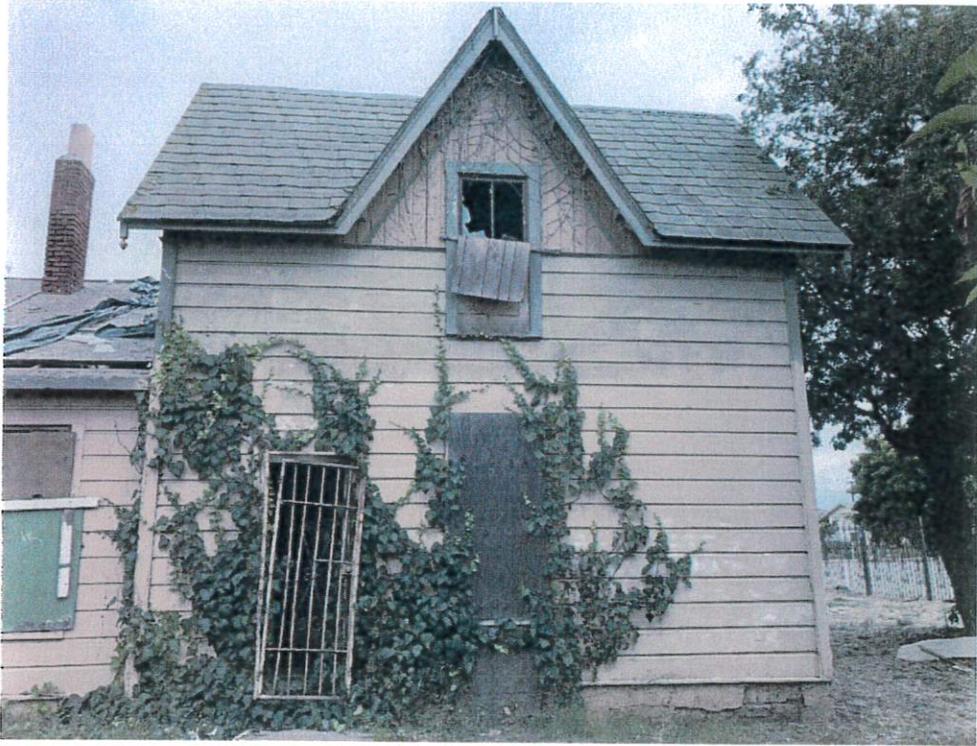


Image 3: House - Side/North Elevation, west end



Image 4: House - Side/North Elevation, east end



Image 5: House - Original Rear/East Elevation



Image 6: Side Outbuilding - Front/West Elevation



Image 7: Side Outbuilding: Side/North Elevation



Image 8: Side Outbuilding - Rear/East Elevation



Image 9: Side Outbuilding - Side/South Elevation



Image 10: House - Rear/East Elevation

1929 Harding (4th) Avenue
Photographs – Existing Conditions



Image 11: House - Rear/East Elevation, south end



Image 12: House - Side/South Elevation, east end



Image 13: House - Side/South Elevation



Image 14: House - Front/Side Southwest Oblique View

The following page(s) contain the backup material for Agenda Item: [Comments to the San Diego Association of Governments \(SANDAG\) Board of Directors recommending revisions to the Draft Regional Housing Needs Assessment \(RHNA\) methodology. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Comments to the San Diego Association of Governments (SANDAG) Board of Directors recommending revisions to the Draft Regional Housing Needs Assessment (RHNA) methodology. (Housing Authority)

PREPARED BY: Raymundo Pe, Principal Planner 

DEPARTMENT: Housing Authority

PHONE: 619-336-4421

APPROVED BY:  _____

EXPLANATION:

Staff recommends the following three revisions to the draft methodology.

1. Transit/Jobs Weighting: At least a 50% to 50% ratio should be applied to the allocation between transit and jobs if not a greater ratio towards jobs, e.g. 65% to jobs and 35% to transit.
2. High Frequency Transit vs. Major Transit Stops: Use the original definition of High Frequency Transit (HFT) instead of the definition of Major Transit Stops (MTS) to apply to the allocation.
3. Equity Adjustment: Revise the equity adjustment so that low- and very-low income units are not allocated to jurisdictions with a greater concentration of lower income households than the regional average.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

Not applicable.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This activity is not a project as defined in Section 15378 of the California Code of Regulations; therefore, no further action is required under the California Environmental Quality Act.

ORDINANCE: INTRODUCTION FINAL ADOPTION Not applicable.

STAFF RECOMMENDATION:

Direct staff to submit the comment letter to the SANDAG Board of Directors.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Background.
2. Draft Comment Letter.
3. Draft 6th Cycle RHNA Methodology – July 26, 2019 (SANDAG).

BACKGROUND

The Regional Housing Needs Assessment (RHNA), mandated by state law, quantifies the need for housing and informs land use planning in addressing housing needs resulting from population, employment, and household growth. The San Diego Association of Governments (SANDAG) is responsible for overseeing the RHNA process for the San Diego region and is currently overseeing the 6th Housing Element Cycle RHNA, which covers the planning period from 2021-2029. Each SANDAG member agency (county and cities) must update its housing element to accommodate the RHNA housing allocation. Jurisdictions have until April 2021 to update their general plan housing element.

On July 5, 2018, the California Department of Housing and Community Development determined that the San Diego region would need to plan for 171,685 housing units during the 6th Housing Element Cycle. On December 21, 2018, the SANDAG Board of Directors formed the RHNA Subcommittee to provide input on developing a methodology to allocate housing units to each jurisdiction. On June 14, 2019, the Subcommittee voted to recommend a methodology to the Board of Directors. On June 27, 2019, the Regional Planning Technical Working Group (TWG), consisting of planning staff from each jurisdiction, voted to make the same recommendation made by the RHNA Subcommittee. On July 26, 2019, the SANDAG Board released the draft methodology for public review, which ends on September 6, 2019.

RECOMMENDATION

Staff recommends that the City Council urge the Board of Directors to amend the draft methodology to more fairly allocate housing units regionally and equitably adjust the allocation of lower income units by incorporating the following three recommendations.

Recommendation 1 – Transit/Jobs Weighting: At least a 50% to 50% ratio should be applied to the allocation between transit and jobs if not a greater ratio towards jobs, e.g. 65% to jobs and 35% to transit.

The weighting of the allocation is too heavily skewed towards transit (65%). A primary purpose of transit is to connect housing and jobs. However, housing in proximity to jobs is a more direct and equitable approach of achieving this goal. Commuters may or may not use transit even if nearby. Housing in closer proximity to jobs would reduce VMT related to these commutes. Therefore, a greater weight should be placed on the allocation based on jobs.

Recommendation 2 – High Frequency Transit vs. Major Transit Stops: Use the original definition of High Frequency Transit (HFT) instead of the definition of Major Transit Stops (MTS) to apply to the allocation.

The definition of Major Transit Stops results in an inequitable distribution of the housing allocation. Application of this definition would disproportionately impact lower-income communities that have a greater number of Major Transit Stops than more affluent communities. The original use of the definition of High Frequency Transit is more reflective of the capacity of the transit system to effectively connect housing and jobs since High Frequency Traffic stops are more evenly distributed throughout the region and would result in a more equitable distribution of housing.

Recommendation 3 – Equity Adjustment: Revise the equity adjustment so that low- and very-low income units are not allocated to jurisdictions with a greater concentration of lower income households than the regional average.

An equity adjustment is required by State law to reduce the over-concentration of lower income housing in those communities that currently have a greater proportion than the regional average. However, the proposed equity adjustment does not go far enough to meet the State mandate. As the most heavily-burdened community, National City has 61% of households that are lower income compared to 41% county-wide. The City with the greatest concentration of lower income households should not be required to produce additional lower income housing until jurisdictions with lower concentrations of lower income households have achieved the regional average. Any additional allocations in these income categories to cities with higher concentrations of lower income households exacerbates the over-concentration of lower income households. Even if National City received no further allocation in the very low income category, the City would still exceed the current regional average of 24% for the category with 30% very-low income households at the end of the next Housing Element cycle.

IMPACT ON NATIONAL CITY

The chart below of the draft RHNA allocation models presented on 5/13/19 and 6/19/19 indicates a shift of the lower income housing allocation to lower income communities based on the draft methodology's emphasis on allocating housing near transit rather than job centers and capitalizing on the density of existing public transit networks in lower income communities that disproportionately impacts the same lower income communities.

	Transit	Jobs	Total 5/13	Transit	Jobs	Total 6/19	Change	%
Carlsbad	1,087	2,786	3,873	1,087	2,860	3,947	74	1.9%
Chula Vista	7,980	2,627	10,607	8,478	2,697	11,175	568	5.4%
Coronado	711	1,001	1,712		808	808	-904	-52.8%
Del Mar		163	163		167	167	4	2.5%
El Cajon	2,170	1,650	3,820	1,630	1,694	3,324	-496	-13.0%
Encinitas	543	1,011	1,554	543	1,038	1,581	27	1.7%
Escondido	7,609	1,998	9,607	7,609	2,051	9,660	53	0.6%
Imperial Beach	637	179	816	1,196	184	1,380	564	69.1%
La Mesa	2,889	1,080	3,969	2,717	1,109	3,826	-143	-3.6%
Lemon Grove	1,087	272	1,359	1,087	279	1,366	7	0.5%
National City	2,999	1,361	4,360	4,076	1,327	5,403	1,043	23.9%
Oceanside	4,810	1,639	6,449	3,804	1,683	5,487	-962	-14.9%
Poway		1,319	1,319		1,354	1,354	35	2.7%
San Diego	73,691	33,422	107,113	74,475	33,962	108,437	1,324	1.2%
San Marcos	1,630	1,486	3,116	1,630	1,526	3,156	40	1.3%
Santee	543	676	1,219	543	694	1,237	18	1.5%
Solana Beach	543	332	875	543	341	884	9	1.0%
Unincorporated	1,308	5,613	6,921	1,087	4,802	5,889	-1,032	-14.9%
Vista	1,357	1,474	2,831	1,087	1,514	2,601	-230	-8.1%
Region	111,594	60,089	171,683	111,592	60,090	171,682		



August 20, 2019

Board of Directors
San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101-4231

RE: Regional Housing Needs Assessment Draft Methodology

Board of Directors,

The City of National City urges the Board of Directors to amend the draft RHNA methodology to more fairly allocate housing units regionally and equitably adjust the allocation of lower income units by incorporating the following three recommendations.

Recommendation 1 – Transit/Jobs Weighting: At least a 50% to 50% ratio should be applied to the allocation between transit and jobs if not a greater ratio towards jobs, e.g. 65% to jobs and 35% to transit.

The weighting of the allocation is too heavily skewed towards transit (65%). A primary purpose of transit is to connect housing and jobs. However, housing in proximity to jobs is a more direct and equitable approach of achieving this goal. Commuters may or may not use transit even if nearby. Housing in closer proximity to jobs would reduce VMT related to these commutes. Therefore, a greater weight should be placed on the allocation based on jobs.

Recommendation 2 – High Frequency Transit vs. Major Transit Stops: Use the original definition of High Frequency Transit (HFT) instead of the definition of Major Transit Stops (MTS) to apply to the allocation.

The definition of Major Transit Stops results in an inequitable distribution of the housing allocation. Application of this definition would disproportionately impact lower-income communities that have a greater number of Major Transit Stops than more affluent communities. The original use of the definition of High Frequency Transit is more reflective of the capacity of the transit system to effectively connect housing and jobs since High Frequency Traffic stops are more evenly distributed throughout the region and would result in a more equitable distribution of housing.



Recommendation 3 – Equity Adjustment: Revise the equity adjustment so that low- and very-low income units are not allocated to jurisdictions with a greater concentration of lower income households than the regional average.

An equity adjustment is required by State law to reduce the over-concentration of lower income housing in those communities that currently have a greater proportion than the regional average. However, the proposed equity adjustment does not go far enough to meet the State mandate. As the most heavily-burdened community, National City has 61% of households that are lower income compared to 41% county-wide. The City with the greatest concentration of lower income households should not be required to produce additional lower income housing until jurisdictions with lower concentrations of lower income households have achieved the regional average. Any additional allocations in these income categories to cities with higher concentrations of lower income households exacerbates the over-concentration of lower income households. Even if National City received no further allocation in the very low income category, the City would still exceed the current regional average of 24% for the category with 30% very-low income households at the end of the next Housing Element cycle.

Impact on Lower Income Communities

The attached table illustrates the impact of changing the methodology's use of High Frequency Transit (HFT) on 5/13/19 to the use of Major Transit Stops (MTS) on 6/19/19. The data show a substantial shift of the lower income housing allocation to lower income communities based on the draft methodology's emphasis on major transit stops, many of which tend to be located in lower income communities to serve those populations.

Sincerely,

Alejandra Sotelo-Solis
Mayor

Encl: Table.

City of National City Comment Letter – Attachment Table

	Transit	Jobs	Total 5/13	Transit	Jobs	Total 6/19	Change	%
Carlsbad	1,087	2,786	3,873	1,087	2,860	3,947	74	1.9%
Chula Vista	7,980	2,627	10,607	8,478	2,697	11,175	568	5.4%
Coronado	711	1,001	1,712		808	808	-904	-52.8%
Del Mar		163	163		167	167	4	2.5%
El Cajon	2,170	1,650	3,820	1,630	1,694	3,324	-496	-13.0%
Encinitas	543	1,011	1,554	543	1,038	1,581	27	1.7%
Escondido	7,609	1,998	9,607	7,609	2,051	9,660	53	0.6%
Imperial Beach	637	179	816	1,196	184	1,380	564	69.1%
La Mesa	2,889	1,080	3,969	2,717	1,109	3,826	-143	-3.6%
Lemon Grove	1,087	272	1,359	1,087	279	1,366	7	0.5%
National City	2,999	1,361	4,360	4,076	1,327	5,403	1,043	23.9%
Oceanside	4,810	1,639	6,449	3,804	1,683	5,487	-962	-14.9%
Poway		1,319	1,319		1,354	1,354	35	2.7%
San Diego	73,691	33,422	107,113	74,475	33,962	108,437	1,324	1.2%
San Marcos	1,630	1,486	3,116	1,630	1,526	3,156	40	1.3%
Santee	543	676	1,219	543	694	1,237	18	1.5%
Solana Beach	543	332	875	543	341	884	9	1.0%
Unincorporated	1,308	5,613	6,921	1,087	4,802	5,889	-1,032	-14.9%
Vista	1,357	1,474	2,831	1,087	1,514	2,601	-230	-8.1%
Region	111,594	60,089	171,683	111,592	60,090	171,682		



DRAFT

6th Cycle Regional Housing Needs Assessment Methodology



July 26, 2019

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Overview

On July 5, 2018, the State Department of Housing and Community Development (HCD) determined the San Diego region would need to plan for 171,685 housing units (Regional Housing Needs Assessment [RHNA] Determination) during the 6th Housing Element Cycle (2021-2029). As the council of governments for the San Diego region, the San Diego Association of Governments (SANDAG) is responsible for developing a methodology for allocating the regional housing need among the region's 19 jurisdictions. The methodology must distribute each jurisdiction's housing unit allocation among the four income categories – low, very-low, moderate, and above moderate – and further the objectives set forth in state law.

State housing element law requires SANDAG to provide a discussion of the draft methodology that includes the data and assumptions relied upon, and an explanation of how information about local government conditions and how each of the factors required by law was used to develop the draft methodology. (See Government Code Section 65584.04.) SANDAG must also describe how the draft methodology would further the five objectives in Government Code Section 65584. This document is meant to provide the information required by statute to assist the public in understanding the basis for the draft methodology.

State law also prohibits consideration of certain criteria. The following justifications have not been used in development of the draft methodology and cannot be the basis for a determination of a jurisdiction's share of the regional housing need:

1. Any ordinance, policy, voter-approved measure, or standard of a city or county that directly or indirectly limits the number of residential building permits issued by a city or county.
2. Prior underproduction of housing in a city or county from the previous regional housing need allocation.
3. Stable population numbers in a city or county from the previous regional housing needs cycle.

In addition to state housing element law, state law associated with development of Regional Transportation Plans (RTPs) requires that there be consistency between transportation planning, development of housing, and reduction of greenhouse gas (GHG) emissions. (Government Code Sections 65080 and 65584.) Increased use of public transportation leads to reduced GHG emissions compared to driving alone. This is why the draft methodology was developed with an eye toward maximizing access between public transportation and all housing types.

Following the public comment period, and the public hearing planned for August 23, 2019, the SANDAG Board of Directors will determine whether to make changes to the draft methodology. After any revisions are made to the draft methodology as a result of comments received, SANDAG must forward the draft methodology to HCD. Within 60 days, HCD will review the draft methodology and provide any findings to SANDAG. The Board will be asked to adopt a final methodology in late 2019. At that time, a draft allocation showing the number and types of housing units allocated to each jurisdiction based on the final adopted methodology will be posted on SANDAG's website. The draft allocation will be distributed to the local jurisdictions and HCD for an additional 45-day review by those entities. After the RHNA Plan, including both the methodology and the allocation, is adopted it will be incorporated in the RTP for the region (2021 Regional Plan) and in the housing elements in each local jurisdiction's general plan.

Draft Regional Housing Needs Assessment Methodology

1. **Sixty-five percent of the total housing units will be allocated to jurisdictions with access to transit, including rail stations, Rapid bus stations, and major transit stops.** Significant investments in transit have been made throughout the region, and the draft methodology prioritizes housing growth in those areas with access to transit. Encouraging housing growth near transit can promote infill development and preserve open space, as most transit is located in urbanized areas. Improved access to transit also can lower the vehicle miles traveled in a car and reduce GHG gas emissions.

- 2. Within the housing units allocated for jurisdictions with access to transit, 75 percent of the units will be allocated to jurisdictions with rail stations and *Rapid* bus stations and 25 percent will be allocated to jurisdictions with major transit stops.** To ensure future growth is located near transit, the draft methodology prioritizes 75 percent of the housing units in areas with rail and *Rapid* bus stations. Rail stations and *Rapid* bus stations usually are located along fixed routes that require significant capital investment to construct. Unlike bus stops or routes, rail and *Rapid* stations and routes are not amended or eliminated on a regular basis.

The remaining 25 percent of the housing units will be allocated in jurisdictions with major transit stops. Major transit stops, as defined in state law, have two intersecting bus routes that arrive at 15-minute intervals during peak commute hours.

- 3. Thirty-five percent of the total housing units will be allocated to jurisdictions based on the total number of jobs in their jurisdiction.** This portion of the methodology was included to address the objectives of promoting infill and improving the intraregional relationship between jobs and housing, jurisdictions should plan for housing to provide opportunities for more residents to live near their place of employment.
- 4. The allocation applies an equity adjustment.** The HCD's RHNA Determination divided the number of housing units needed in the region into four income categories based on the region's current percentages of households in each income category. To promote equity and fair housing, the draft methodology allocates more housing units of an income category to jurisdictions with a percentage of households in that category that is lower than the regional percentage.

Underlying Data and Assumptions

There are three components of the draft methodology: proximity to transit, proximity to jobs, and the equity adjustment. The underlying data and assumptions used in each component are discussed below.

Proximity to Transit

Sixty-five percent of the RHNA Determination, or 111,595 housing units, will be allocated based on proximity to transit. Because most transit infrastructure is located in the urbanized areas of the San Diego region, heavily weighting proximity to transit will promote infill development, preserve open space, lower-vehicle miles traveled, and reduce GHG emissions.

Proximity to transit is further defined by each jurisdiction's share of Rail & *Rapid* Stations and Major Transit Stops, which are described below.

- **Rail & *Rapid* (R&R) Stations:** Stations served by rail (North County Transit District [NCTD] COASTER; NCTD SPRINTER; and Metropolitan Transit System [MTS] Trolley, including planned Mid-Coast stations) and *Rapid* bus routes (NCTD BREEZE Route 350; MTS *Rapid* Routes 215, 225, and 235; and MTS *Rapid Express* Routes 280 and 290).
- **Major Transit Stops:** The intersection of two or more major local bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

Seventy-five percent of the proximity to transit housing units, or 83,696 housing units, will be allocated based on each jurisdiction's share of R&R Stations, while 25 percent, or 27,899 housing units, will be allocated based on each jurisdiction's share of Major Transit Stops. This reflects the significant investment the region has made to build and improve rail lines and *Rapid* routes as well as the permanency of rail lines relative to local bus service. Additionally, rail and *Rapid* routes have higher capacities and are among the more popular

transportation services in the region. Therefore, the draft methodology assumes these services can have a larger impact on changing commute behavior and achieving mode shift goals.

Data Source

The data source for proximity to transit is the SANDAG Activity Based Model (ABM). For R&R stations, SANDAG ABM Forecast Year 2025 No Build was used in order to capture the Mid-Coast Trolley stations currently under construction and anticipated to be open for service to the public by 2021. For major transit stops, SANDAG ABM Forecast Year 2020 was used as the specific data source to align with the start of the 6th Housing Element Cycle planning period.

For *Rapid* Stations and major transit stops that have stops on either side of the road, which correspond to northbound/southbound or eastbound/westbound travel, stop pairs were counted as one station or stop. Stations that serve more than one rail and/or *Rapid* route were counted once in the R&R data. For example, the Oceanside Transit Center, which is served by two rail lines (NCTD COASTER and NCTD SPRINTER), accounts for only one of the seven R&R stations in Oceanside. Some R&R stations are also considered major transit stops because they are also served by two or more bus lines with 15-minute frequencies during peak commute. The Old Town Transit Center in the City of San Diego, for example, is both a R&R station (served by the NCTD COASTER and MTS Trolley) and major transit stop (served by MTS Bus routes 10, 30, 35, and 44, which have 15-minute peak period frequencies).

The data underlying the proximity to transit component is included in Table 1.

Table 1: Proximity to Transit Data

Jurisdiction	Rail & Rapid Stations		Major Transit Stops	
	Count	Regional Share (%)	Count	Regional Share (%)
Carlsbad	2	1.3%	0	0.0%
Chula Vista	9	5.8%	18	12.9%
Coronado	0	0.0%	0	0.0%
Del Mar	0	0.0%	0	0.0%
El Cajon	3	1.9%	0	0.0%
Encinitas	1	0.6%	0	0.0%
Escondido	14	9.1%	0	0.0%
Imperial Beach	0	0.0%	6	4.3%
La Mesa	5	3.2%	0	0.0%
Lemon Grove	2	1.3%	0	0.0%
National City	2	1.3%	15	10.7%
Oceanside	7	4.5%	0	0.0%
Poway	0	0.0%	0	0.0%
San Diego	100	64.9%	101	72.1%
San Marcos	3	1.9%	0	0.0%
Santee	1	0.6%	0	0.0%
Solana Beach	1	0.6%	0	0.0%
Unincorporated County	2	1.3%	0	0.0%
Vista	2	1.3%	0	0.0%
Region	154	100.0%	140	100.0%

Sources: R&R Stations - SANDAG ABM, Forecast Year 2025 No Build¹; Major Transit Stops - SANDAG ABM, Forecast Year 2020²

¹ SANDAG ABM, Forecast Year 2025 No Build, Release v14.0.1, Reference Scenario #242, January 2019.

² SANDAG ABM, Forecast Year 2020, Release v14.0.1, Reference Scenario #243, January 2019.

Proximity to Jobs

Thirty-five percent of the RHNA Determination, or 60,090 units, will be allocated based on proximity to jobs. Proximity to jobs considers the number of jobs in each jurisdiction.

Data Source

The data source for proximity to jobs is the SANDAG Employment Estimates, which are also being used to develop the latest Regional Growth Forecast. SANDAG Employment Estimates are derived from Quarterly Census of Employment and Wages (QCEW) data from the Economic Development Department (EDD) and the Longitudinal Employer-Household Dynamics Origin-Destination Employment Statistics (LODES) data from the Center for Economic Studies at the U.S. Census Bureau. The LODES data combines federal, state, and Census Bureau survey data on employers and employees and SANDAG uses the QCEW dataset for its detailed geographic information on businesses to geolocate “job spaces” throughout the region. Then LODES data (average of the last five years), which are available at the census block level, are used to fill the job spaces to determine total jobs within various geographies. SANDAG Employment Estimates are also supplemented by other data sources including the San Diego Military Advisory Council (SDMAC) and Defense Manpower Data Center (DMDC). Of note, SDMAC and DMDC assign jobs associated with a Navy ship to the installation that is the ship’s homeport. Finally, the jobs data are validated against published job totals for the County from the EDD Labor Market Information’s yearly data.

The proximity to jobs data consists of all job types and includes jobs that are classified as a primary source of income, which can be part-time or full-time, year-round or seasonal. The data underlying the proximity to jobs component is included in Table 2.

Table 2: Proximity to Jobs Data

Jurisdiction	Total Jobs	Regional Share (%)
Carlsbad	76,779	4.6%
Chula Vista	72,403	4.4%
Coronado	27,594	1.7%
Del Mar	4,484	0.3%
El Cajon	45,468	2.7%
Encinitas	27,871	1.7%
Escondido	55,059	3.3%
Imperial Beach	4,936	0.3%
La Mesa	29,773	1.8%
Lemon Grove	7,492	0.5%
National City	37,497	2.3%
Oceanside	45,178	2.7%
Poway	36,349	2.2%
San Diego	921,054	55.6%
San Marcos	40,964	2.5%
Santee	18,634	1.1%
Solana Beach	9,151	0.6%
Unincorporated County	154,686	9.3%
Vista	40,629	2.5%
Region	1,656,001	100.0%

Source: SANDAG Employment Estimates and/or SANDAG 2019 Regional Growth Forecast; U.S. Department of Defense

Equity Adjustment

In addition to distributing the RHNA Determination among jurisdictions, SANDAG must distribute units for each jurisdiction among the four income categories defined by HCD. Each income category is defined as a range of household incomes that represents a percentage of the area median income (AMI). The AMI for the San Diego region is \$66,529, as provided by HCD. Table 3 provides the definition for each income category and the income ranges for San Diego region households per category.

Table 3: Income Categories

Income Category	Definition	Income Range*	Percent of Regional Households (RHNA Determination)
Very Low	Less than 50% of AMI	\$33,259 or less	24.7%
Low	50-80% of AMI	\$33,260 - \$53,219	15.5%
Moderate	80-120% of AMI	\$53,220 - \$79,829	17.3%
Above Moderate	Over 120% of AMI	\$79,830 or more	42.5%

Source: HCD Determination Letter; 2012-2016 American Community Survey 5-Year, DP03

Household income data was used to determine the number of households per category in each jurisdiction and subsequently each jurisdiction's percentage breakdown of households per category, which is included in Table 4. The jurisdictional percentages were then compared to the regional percentages for each income category to determine a multiplier, which is an "adjustment" toward the regional percentages.

A jurisdiction's multiplier for a given income category is applied to the total RHNA units allocated to the jurisdiction to determine how many of its total RHNA units are allocated to that income category.

Jurisdictions that have a higher percentage of existing households in a given income category than the region receive a downward adjustment toward the regional percentage, which results in a smaller share of the allocated housing units within that income category than if no adjustment were applied. Jurisdictions that have a lower percentage of households in a given income category than the region receive an upward adjustment toward the regional percentage, which results in a greater share of the allocated housing units within that income category than if no adjustment were applied.

Table 4: Households per Income Category

Jurisdiction	Total Households	Existing Households by Income Category							
		Very Low	%	Low	%	Moderate	%	Above Moderate	%
Carlsbad	42,926	6,981	16.3%	4,644	10.8%	5,940	13.8%	25,360	59.1%
Chula Vista	77,804	19,459	25.0%	11,987	15.4%	13,643	17.5%	32,715	42.0%
Coronado	8,986	1,506	16.8%	1,109	12.3%	1,442	16.1%	4,929	54.9%
Del Mar	2,258	430	19.0%	102	4.5%	248	11.0%	1,478	65.5%
El Cajon	32,937	12,434	37.8%	5,754	17.5%	5,615	17.0%	9,135	27.7%
Encinitas	23,695	4,287	18.1%	2,168	9.2%	3,182	13.4%	14,058	59.3%
Escondido	45,217	13,880	30.7%	8,239	18.2%	8,245	18.2%	14,853	32.8%
Imperial Beach	9,044	2,888	31.9%	2,105	23.3%	1,726	19.1%	2,325	25.7%
La Mesa	23,767	6,368	26.8%	4,468	18.8%	4,609	19.4%	8,322	35.0%
Lemon Grove	8,465	2,316	27.4%	1,643	19.4%	1,730	20.4%	2,776	32.8%
National City	15,870	6,436	40.6%	3,271	20.6%	2,848	17.9%	3,315	20.9%
Oceanside	61,480	16,148	26.3%	11,348	18.5%	11,297	18.4%	22,687	36.9%
Poway	15,797	2,418	15.3%	1,675	10.6%	2,281	14.4%	9,422	59.6%
San Diego	490,219	119,014	24.3%	75,283	15.4%	82,616	16.9%	213,305	43.5%
San Marcos	29,125	7,707	26.5%	4,212	14.5%	5,043	17.3%	12,163	41.8%
Santee	19,517	3,493	17.9%	2,812	14.4%	3,683	18.9%	9,528	48.8%
Solana Beach	5,750	883	15.4%	698	12.1%	854	14.9%	3,315	57.7%
Unincorporated County	159,642	35,996	22.5%	26,493	16.6%	27,598	17.3%	69,555	43.6%
Vista	30,629	9,016	29.4%	5,746	18.8%	6,112	20.0%	9,754	31.8%
Region	1,103,128	271,661	24.6%	173,760	15.8%	188,713	17.1%	468,995	42.5%

Source: 2012-2016 American Community Survey (ACS) 5-Year, B19001 "Household Income In The Past 12 Months (In 2016 Inflation-Adjusted Dollars)"

Table 5 below shows this inverse relationship by using plus (+) and minus (-) signs in the Adjustment (Adjust.) column. The regional percentages of household per income category are included in the first row and shaded in blue. The jurisdictions' percentages of household per income category are included in the "Percent of Households" (% of HH) and shaded in grey.

Table 5: Determining an Equity Adjustment

Region	Very Low	24.7%	Low	15.5%	Moderate	17.3%	Above Mod.	42.5%
Jurisdiction	% of HH	Adjust.	% of HH	Adjust.	% of HH	Adjust.	% of HH	Adjust.
Carlsbad	16.3%	+	10.8%	+	13.8%	+	59.1%	-
Chula Vista	25.0%	-	15.4%	+	17.5%	-	42.0%	+
Coronado	16.8%	+	12.3%	+	16.1%	+	54.9%	-
Del Mar	19.0%	+	4.5%	+	11.0%	+	65.5%	-
El Cajon	37.8%	-	17.5%	-	17.0%	+	27.7%	+
Encinitas	18.1%	+	9.2%	+	13.4%	+	59.3%	-
Escondido	30.7%	-	18.2%	-	18.2%	-	32.8%	+
Imperial Beach	31.9%	-	23.3%	-	19.1%	-	25.7%	+
La Mesa	26.8%	-	18.8%	-	19.4%	-	35.0%	+
Lemon Grove	27.4%	-	19.4%	-	20.4%	-	32.8%	+
National City	40.6%	-	20.6%	-	17.9%	-	20.9%	+
Oceanside	26.3%	-	18.5%	-	18.4%	-	36.9%	+
Poway	15.3%	+	10.6%	+	14.4%	+	59.6%	-
San Diego	24.3%	+	15.4%	+	16.9%	+	43.5%	-
San Marcos	26.5%	-	14.5%	+	17.3%	+	41.8%	+
Santee	17.9%	+	14.4%	+	18.9%	-	48.8%	-
Solana Beach	15.4%	+	12.1%	+	14.9%	+	57.7%	-
Unincorporated	22.5%	+	16.6%	-	17.3%	+	43.6%	-
Vista	29.4%	-	18.8%	-	20.0%	-	31.8%	+

Source: 2012-2016 American Community Survey (ACS) 5-Year, B19001

Data Source

SANDAG used data from the 2012-2016 ACS 5-Year, Table B19001 "Household Income In The Past 12 Months (In 2016 Inflation-Adjusted Dollars)" to determine the jurisdictions' household breakdown among income categories. This dataset was also used by HCD to calculate the unit distribution across income category for the San Diego region's RHNA Determination.

Local Government Conditions

The draft methodology was developed with input and recommendation from the Board of Directors, RHNA Subcommittee (a subcommittee of the SANDAG Board), the TWG (including planning directors from each jurisdiction and housing stakeholders), the SANDAG Regional Planning Committee (a policy advisory committee of the Board), and public stakeholders. Several meetings were held with each stakeholder group and meetings were open to the public. Attendees at each meeting provided information regarding the types of data SANDAG should use, assumptions that should be made, as well as information regarding conditions in their individual jurisdictions that should be taken into consideration. Jurisdictions and stakeholders also provided written comments during the process.

There was general consensus at the meetings that the approach chosen should keep the draft methodology simple and easy to explain to the public. Nuanced adjustments that may have modified the methodology in marginal ways in relation to the overall objectives and factors were discussed and considered. Factors and

adjustments that would have created a complicated formula, however, ultimately were not pursued since the draft methodology was developed with the intent to keep it transparent and understandable.

A discussion of each stakeholder group and their major contributions to the development of the draft methodology is included below.

Board of Directors

At its September 14, 2018, meeting, the Board was surveyed to determine each member jurisdiction's priorities for the upcoming RHNA cycle, including which RHNA objectives and factors would be most important when determining the distribution of housing units in the region. The member jurisdictions requested that their initial set of priorities be further discussed by the TWG, which consists of the planning or community development director from each jurisdiction, among other members. The Board also directed the formation of a RHNA Subcommittee to review and provide input and guidance on potential policy and technical options for developing the RHNA methodology for allocation of housing units to each jurisdiction in the RHNA Plan. The Board received an update on the preliminary methodology in May 2019 and approved the release of this draft methodology for public comment at its July 26, 2019, meeting.

Regional Housing Needs Assessment Subcommittee

In December 2018, the Board formed the RHNA Subcommittee, which was comprised of Board members from each SANDAG subregion to reflect the diversity of geography, jurisdiction size, and other attributes of member jurisdictions. To develop its recommendation, the RHNA Subcommittee explored options for how to build consensus around a RHNA methodology that complies with state law while best achieving the goals of the Board. The RHNA Subcommittee held six meetings prior to the Board release of the draft methodology. All meetings were open to the public. Critical direction provided by the RHNA Subcommittee included the following:

- Create a narrative around housing that promotes regional unity in addressing the housing need;
- Establish a framework that incorporates "proximity to transit" and "proximity to jobs" to further the objective of increasing transit use, reducing vehicle miles traveled and GHG emissions, and relieving traffic congestion
- Include an equity adjustment to ensure the allocation furthered fair housing and increased affordability in all cities and the County of San Diego
- Evaluate opportunities for the military installations within the region to provide housing for military and their families

Regional Planning Technical Working Group

The TWG is a SANDAG working group that consists of the planning or community development director from each jurisdiction and representatives from other single-purpose regional agencies, such as the transit operators. The TWG advises the Regional Planning Committee and Board on the development and implementation of San Diego Forward: The 2021 Regional Plan, which includes, and must be consistent with, the RHNA plan. The TWG discussed and provided input on the development of the draft methodology at 11 meetings, including two workshops specifically focused on RHNA.

Information on local government conditions provided by TWG members included:

- Preserved open space, agricultural lands, and airports and associated safety zones
- Universities and community colleges

- Military installations
- Low-wage jobs
- Voter requirements

Feedback provided by TWG members for which there was general consensus that was incorporated into the draft methodology included:

- Prioritizing proximity to transit, with greater weight given to major transit investments (R&R stations) over local bus service
- Improving the job-housing relationship
- Encouraging the development of a mix of housing types across the region and addressing historical patterns of inequity in housing development

Regional Planning Committee

The Regional Planning Committee (RPC) is one of the SANDAG policy advisory committees, which provides oversight for the preparation and implementation of San Diego Forward: The Regional Plan. The RPC discussed the RHNA process at two of their meetings.

Information on local government conditions provided by RPC members included:

- Airport safety zones
- Housing development opportunities at major employment centers
- Sea level rise

Feedback received from the RPC that informed the development of the draft methodology included:

- Aligning priorities for the RHNA methodology with priorities adopted by jurisdictions through other planning efforts such as climate action plans

Regional Housing Needs Assessment Objectives and Factors

Objectives

The draft methodology and allocation furthers the five objectives listed in Government Code Section 65584.

1. *Increasing the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner, which shall result in each jurisdiction receiving an allocation of units for low- and very low-income households.*

Per state law, the draft methodology allocates units in all four income categories to each of the region's 19 jurisdictions. The draft methodology does so equitably, ensuring each jurisdiction receives an allocation for low- and very low-income units, and further, allocating a higher share of low- and very-low units to jurisdictions that currently have a smaller share of low- and very low-income households than the regional share. State law requires jurisdictions to zone at higher densities to accommodate its low- and very low-income housing allocation. As jurisdictions plan for and build housing, the mix of housing types will increase.

2. *Promoting infill development and socioeconomic equity, the protection of environmental and agricultural resources, the encouragement of efficient development patterns, and the achievement of the region's GHG gas reductions targets provided by the State Air Resources Board pursuant to Section 65080.*

The draft methodology prioritizes “proximity to transit” and “proximity to jobs” to encourage efficient development patterns and reduce GHG emissions. By allocating housing units based on these two factors, SANDAG sets a guiding principle for local jurisdictions to zone and build housing near transit and jobs. Transit and job centers are located in the urbanized areas of the region. Therefore, an allocation based on the proximity of transit and jobs will lead to more infill development while protecting natural resources and open space. Because infill development does not rely on available space and can occur in areas that already have a dense population, the draft methodology supports provision of housing even in areas that are currently considered built-out.

SANDAG’s GHG reduction target, as set by the California Air Resources Board, is to reduce the region’s per capita emissions of GHG from cars and light trucks by 15 percent by 2020, compared with a 2005 baseline. By 2035, the target is to reduce GHG emissions by 19 percent per capita. The draft methodology encourages the development of housing near jobs and transit, which will provide the region’s residents with opportunities to live where they work and/or readily access transit, which can facilitate shorter commutes, reduce vehicle miles traveled, and increase trip-taking by transit or alternative modes.

3. *Promoting an improved intraregional relationship between jobs and housing, including an improved balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction.*

SANDAG conducted an analysis of the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction. The analysis shows that the number of low-wage jobs far exceeds the number of existing housing units affordable to low-wage workers in each jurisdiction.

The draft methodology allocates 35 percent of the 171,685-unit regional housing need based on each jurisdiction’s share of existing regional total jobs to encourage development of housing near job centers so that jurisdictions can improve the jobs-housing relationship.

The draft methodology’s Equity Adjustment (see Objective 4) also improves the balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction by allocating a higher share of low- and very low-income housing units to jurisdictions that currently have a smaller share of low- and very low-income households than the regional share.

4. *Allocating a lower proportion of housing need to an income category when a jurisdiction already has a disproportionately high share of households in that income category, as compared to the countywide distribution of households in that category from the most recent ACS.*

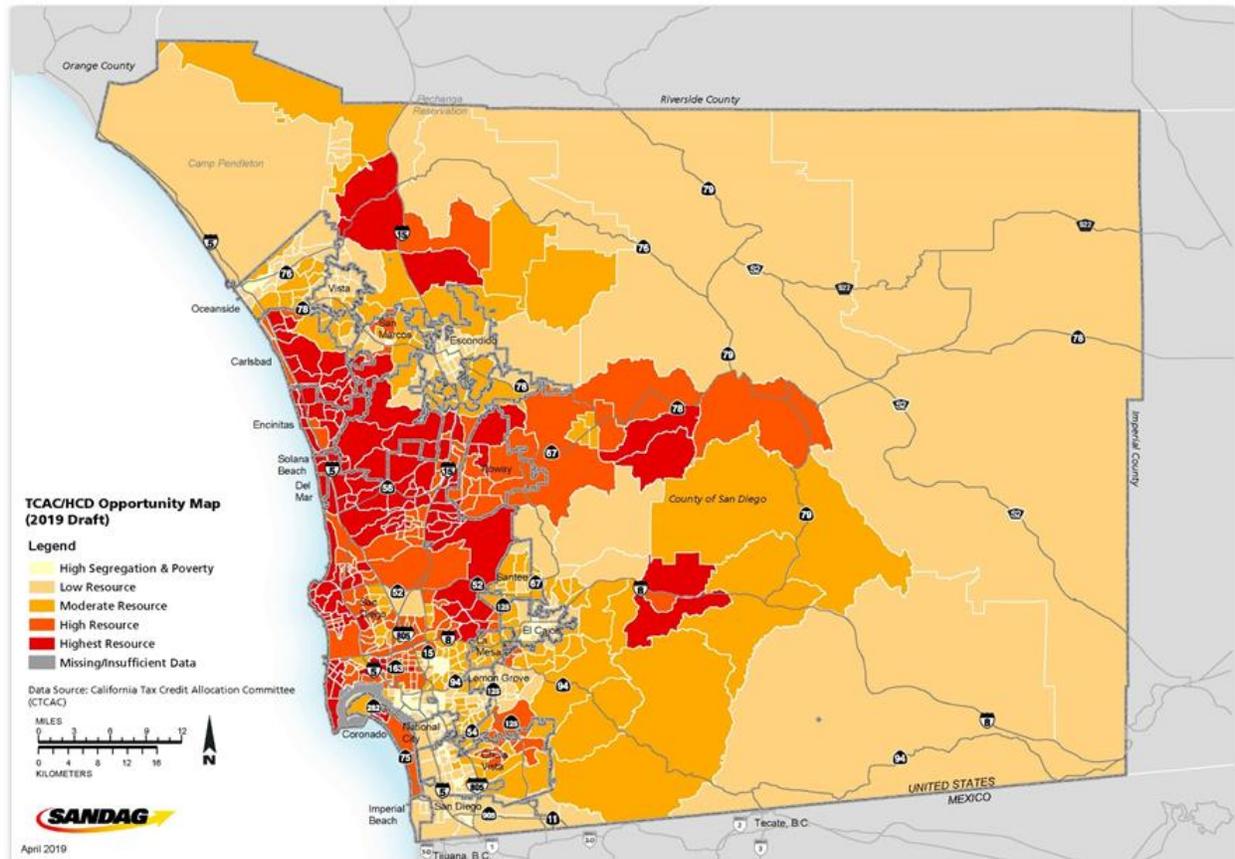
This objective guided the development of the Equity Adjustment used to ensure the draft methodology will result in allocation of housing units to each of the income categories. This adjustment results in a jurisdiction receiving a lower proportion of its total housing units within an income category when it has a higher share of households within that income category compared to the region. This method shifts units across income categories, rather than adding units to a jurisdiction’s total housing unit allocation, allowing for a mix of housing types and affordability near transit and jobs.

5. *Affirmatively furthering fair housing. For purposes of this section, “affirmatively furthering fair housing” means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.*

During development of the draft methodology, SANDAG reviewed the California Tax Credit Allocation Committee (TCAC) 2019 Opportunity Map for the San Diego region. The TCAC map demonstrates how public and private resources are spatially distributed within the region. The map is part of a larger study that shows how communities with better air quality, higher educational attainment, and better economic indicators are communities that have higher “opportunity”, or pathways that offer low-income children and adults the best chance at economic advancement. The study finds that historically communities with higher opportunity – through plans, policies, and practices – may have systematically denied equal opportunity to low socioeconomic and minority populations.

Areas of “low resource” and “high segregation & poverty” on the TCAC maps are also many of the same areas with a high concentration of low-income households in the San Diego region. The Equity Adjustment within the draft methodology addresses the disparities in access to resource-rich areas by providing housing opportunities for people in all income levels to reside in any given community. This is meant to foster and maintain compliance with civil rights and fair housing laws. The Equity Adjustment in the draft methodology assists in overcoming patterns of discrimination and transforming racially and ethnically concentrated areas of poverty into areas of opportunity by allocating a higher proportion of low-income housing units to jurisdictions with a lower share of low-income households, which tend to be jurisdictions with a high concentration of resource-rich areas.

California Tax Credit Allocation Committee Opportunity Map



Factors

In addition to furthering the objectives outlined above, state law requires that SANDAG consider several factors in the development of the draft methodology, to the extent sufficient data is available pertaining to each factor. See Government Code Section 65584.04(e). The RHNA factors and how each were considered in the development of the draft methodology are described below.

1. *Each jurisdiction's existing and projected jobs and housing relationship. This shall include an estimate based on readily available data on the number of low-wage jobs within the jurisdiction and how many housing units within the jurisdiction are affordable to low-wage workers as well as an estimate based on readily available data, of projected job growth and projected household growth by income level within each member jurisdiction during the planning period.*

The draft methodology prioritizes "proximity to jobs" as a factor in allocating the regional housing need. The jobs factor seeks to encourage development of housing near job centers so that jurisdictions can achieve greater jobs-housing balance. The jobs factor uses current data on existing jobs instead of a projection. Given the housing shortage within the region, it is critical that housing is built where existing jobs are located to begin to address the current jobs-housing imbalance. Although data for projected job and household growth by income level for the next Regional Plan update is not yet available, SANDAG used the most recent readily available data for projected job growth and projected household growth by income level within each member jurisdiction to conduct its analysis.

SANDAG analyzed the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction. The analysis showed that the number of low-wage jobs far exceeds the number of existing housing units affordable to low-wage workers in each jurisdiction. The draft methodology is expected to increase the supply of affordable housing by allocating each jurisdiction low- and very low-income housing units. The draft methodology's Equity Adjustment (see Objective 4) should also improve the balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction by allocating a higher share of low- and very low-income housing units to jurisdictions that currently have a smaller share of low- and very low-income households than the regional share.

2. *The opportunities and constraints to development of additional housing in each member jurisdiction, including all of the following:*

- a. *Lack of capacity for sewer or water service due to federal or state laws, regulations or regulatory actions, or supply and distribution decisions made by a sewer or water service provider other than the local jurisdiction that preclude the jurisdiction from providing necessary infrastructure for additional development during the planning period.*

SANDAG notes that general plans for some jurisdictions may account for constraints to housing development arising from lack of capacity for sewer or water service. For example, rural areas may rely more heavily on well water and septic systems, which constrains housing development due to lack of sufficient infrastructure. For the draft methodology, however, "proximity to transit" factor allocates housing units based on each jurisdiction's share of regional rail and Rapid bus stations as well as major transit stops. Rail and Rapid bus stations are located in the region's more developed areas where land uses generate enough ridership to support the investment to the transit infrastructure. Major transit stops also are located in the region's urbanized areas and surrounded by land uses that support higher service frequencies. By prioritizing transit connectivity, the draft methodology encourages infill development in urban areas that are likely to have existing capacity for sewer or water service.

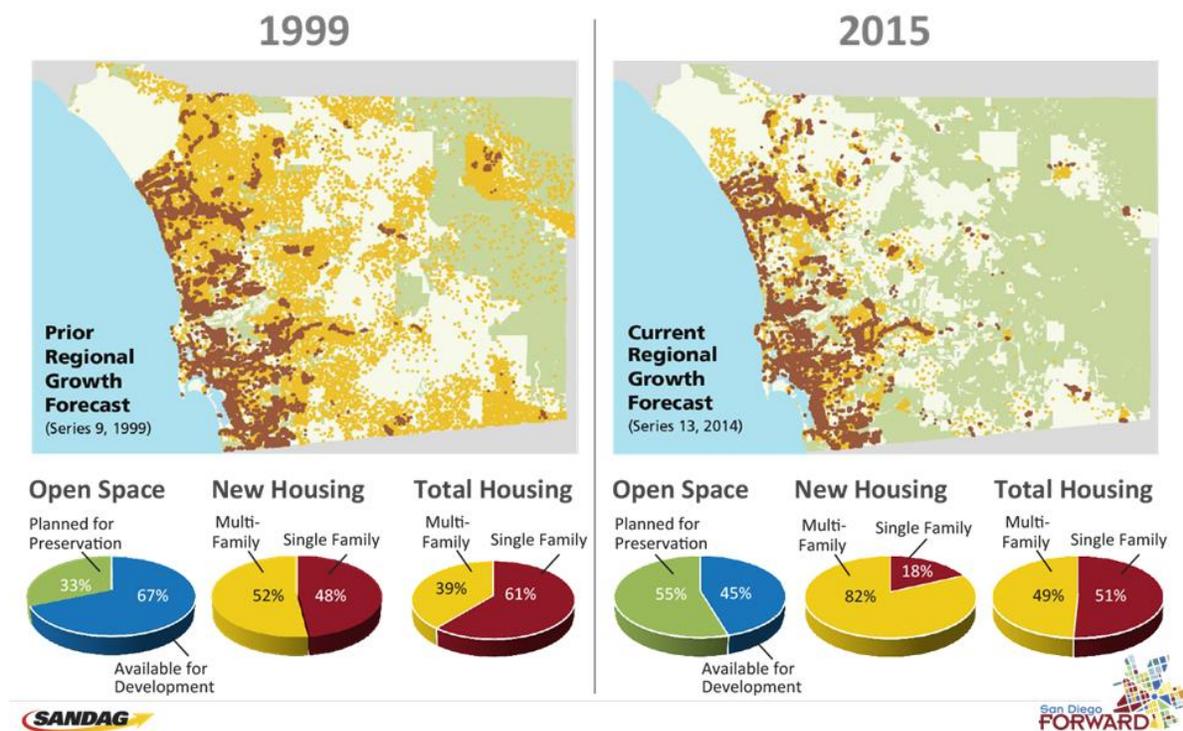
- b. *The availability of land suitable for urban development or for conversion to residential use, the availability of underutilized land, and opportunities for infill development and increased residential densities. The council of governments may not limit its consideration of suitable housing sites or land suitable for urban development to existing zoning ordinances and land use restrictions of a locality but shall consider the potential for increased residential development under alternative zoning ordinances and land use restrictions. The determination of available land suitable for urban development may exclude lands where the Federal Emergency Management Agency or the Department of Water Resources has determined that the flood management infrastructure designed to protect that land is not adequate to avoid the risk of flooding.*

The draft methodology is not constrained by existing zoning ordinances and land use restrictions. Instead the draft methodology prioritizes "proximity to transit" and "proximity to jobs", which aligns with several beneficial land use planning principles, such as promoting infill and increasing residential densities. The availability of land suitable for urban development or for conversion to residential use, the availability of underutilized land, and opportunities for infill development and increased residential densities are accounted for due to the draft methodology's use of the proximity to jobs and transit factors. When development of housing is promoted near transit and jobs in areas that are already more densely populated and developed than other areas of each jurisdiction, it allows the jurisdictions to focus on infill development that can occur without reliance on the availability of additional land, but instead on underutilized land that can be converted to uses that allow for increased residential density.

The “proximity to transit” factor allocates housing units based on each jurisdiction’s share of regional rail and Rapid bus stations as well as major transit stops. Rail and Rapid bus stations are located in the region’s urbanized areas where land uses generate enough ridership to support the investment to the transit infrastructure. Major transit stops are also located in the region’s urbanized areas and surrounded by land uses that support higher service frequencies. By prioritizing transit, the draft methodology encourages infill development in areas that are suitable for urban development. A transit-focused methodology also promotes increased densities as jurisdictions must plan for housing in urban areas already served by high quality transit.

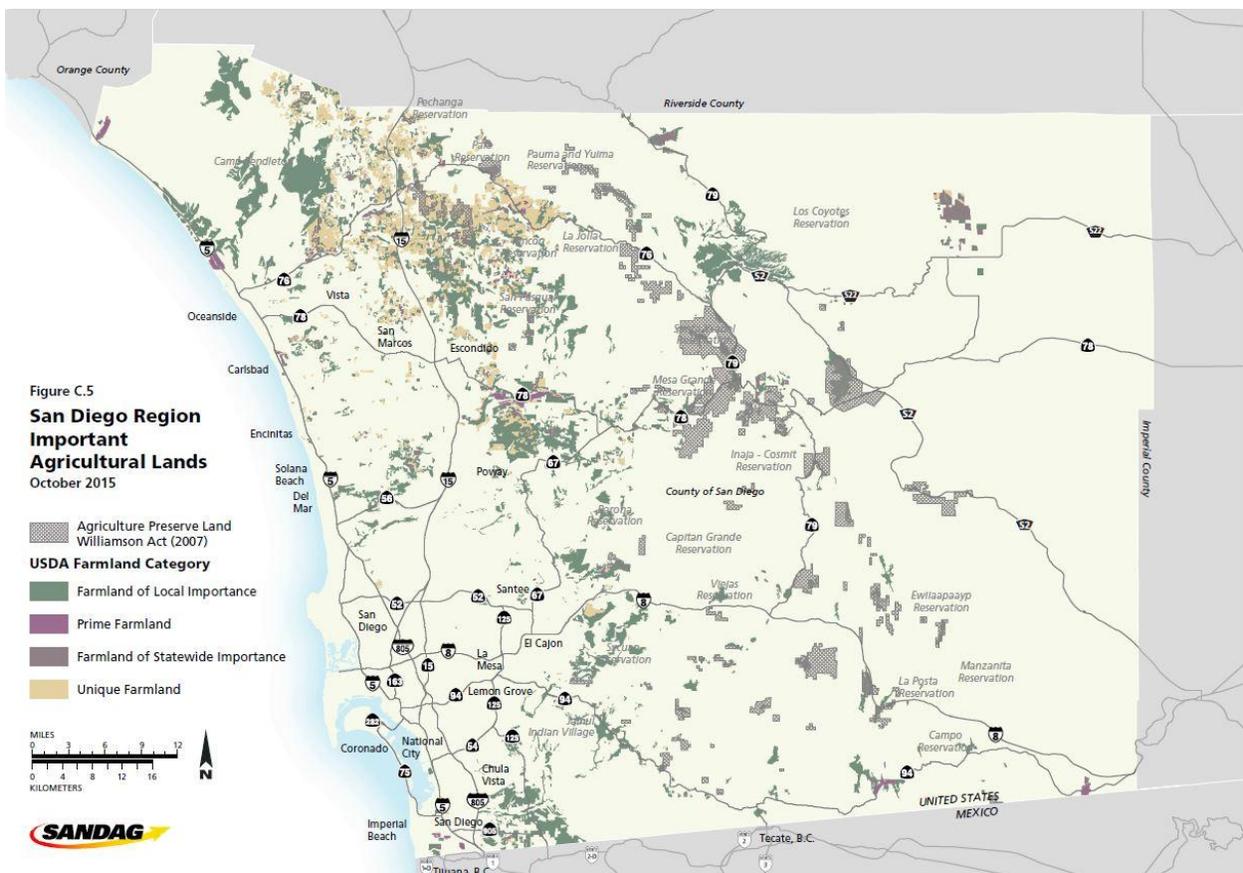
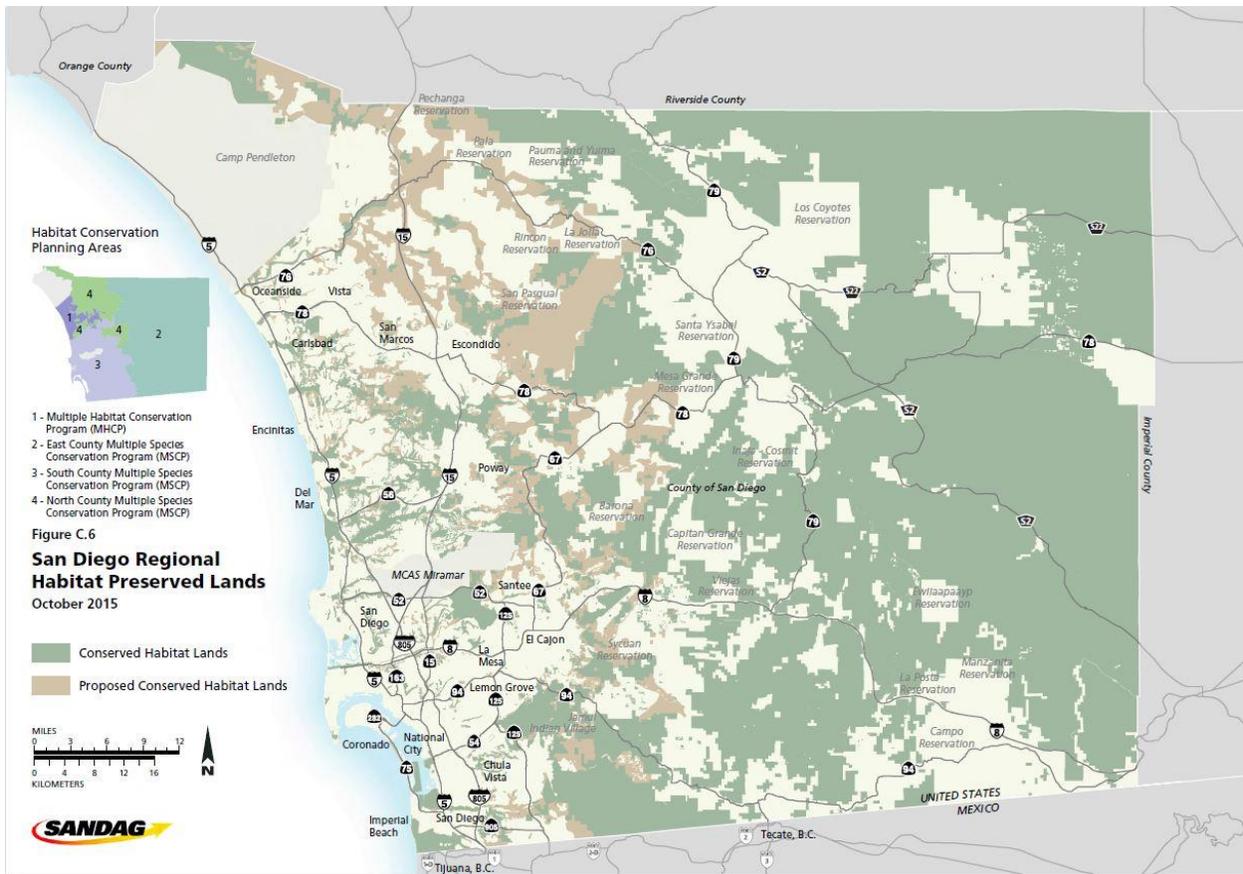
The draft methodology aligns with the region’s priorities for growth. As shown in Figure 3.1, general plans in the San Diego region have focused growth and development in existing urban areas, preserved more land for habitat and open space, and looked to accommodate more housing near transit and key destinations.

Figure 3.1: Priorities for Growth Then and Now



- c. *Lands preserved or protected from urban development under existing federal or state programs, or both, designed to protect open space, farmland, environmental habitats, and natural resources on a long-term basis, including land zoned or designated for agricultural protection or preservation that is subject to a local ballot measure that was approved by the voters of that jurisdiction that prohibits or restricts conversion to non-agricultural uses.*

General plans for individual jurisdictions may account for constraints to housing development arising from lands preserved or protected from urban development under existing federal or state programs. As shown in the figures below though, preserved land, farmland, and habitats are primarily in the eastern portion of San Diego County. The draft methodology focuses housing units in areas with access to transit and jobs, which are located in existing urbanized areas. Therefore, the draft methodology will not encourage encroachment upon open space areas.



- d. *County policies to preserve prime agricultural land, as defined pursuant to Section 56064, within an unincorporated and land within an unincorporated area zoned or designated for agricultural protection or preservation that is subject to a local ballot measure that was approved by the voters of that jurisdiction that prohibits or restricts its conversion to non-agricultural uses.*

The County of San Diego General Plan accounts for some constraints to housing development arising from policies to preserve prime agricultural land and incorporates local ballot measure provisions prohibiting or restricting the conversion of agricultural to non-agricultural uses. The draft methodology allocates housing units based on access to jobs and transit, which are located in existing urbanized areas. Therefore, this constraint is not expected to impact the draft methodology's capacity to allow for development of additional housing.

3. *The distribution of household growth assumed for purposes of a comparable period of regional transportation plans and opportunities to maximize the use of public transportation and existing transportation infrastructure.*

As shown in Figure 3.1, plans for growth are focused on the urbanized areas of the region. The draft methodology prioritizes "proximity to transit" as a factor – specifically high-quality transit, which is located in the urbanized area. The emphasis on proximity to transit allows local jurisdictions that have invested in transit the opportunity to maximize the use of existing transportation infrastructure.

4. *Agreements between a county and cities in a county to direct growth toward incorporated areas of the county, and land within an unincorporated area zoned or designated for agricultural protection or preservation that is subject to a local ballot measure that was approved by the voters of the jurisdiction that prohibits or restricts conversion to non-agricultural uses.*

Regional planning undertaken by SANDAG and its member agencies during the past 15 to 20 years, has focused the region's growth in the western third of the region, primarily in its incorporated cities and near transit service (Figure 3.1). SANDAG has funded "smart growth" grants to encourage growth in incorporated areas of the county with sufficient density to support transit-oriented development. Consistent with this, the draft methodology prioritizes "proximity to transit" and "proximity to jobs". High-quality transit service and a high concentration of the region's jobs are located in the urbanized, incorporated areas of the region. Thus, the draft methodology is consistent with agreements between SANDAG, the County of San Diego, and the cities to develop public transportation infrastructure and supporting land uses away from areas that are zoned or designated for agricultural protection or preservation. Interjurisdictional agreements may account for some development constraints; however, those agreements are not expected to be in conflict with the draft methodology due to the prioritization of proximity to transit and jobs.

5. *The loss of units contained in assisted housing developments, as defined in paragraph (9) of subdivision (a) of Section 65583, that changed to non-low-income use through mortgage prepayment, subsidy contract expirations, or termination of use restrictions.*

The data for these units is not readily available and varies by jurisdiction. The loss of assisted housing developments for lower income households is an issue that should be addressed by the jurisdictions when preparing their housing elements.

6. *The percentage of existing households at each of the income levels listed in subdivision (e) of Section 65584 that are paying more than 30 percent and more than 50 percent of their income in rent.*

This factor was not included in state law at the time the HCD was making its determination on the regional housing need of the San Diego region, and sufficient data for this factor is not readily available. The San Diego region received its largest RHNA Determination this cycle, however, and it is expected that an influx of housing units in each income category will help alleviate the rent burden in the region.

7. *The rate of overcrowding.*

HCD used the 2012-2016 ACS to determine the rate of overcrowding in the San Diego region when making its RHNA Determination. HCD then compared the San Diego region's overcrowding rate (6.43% of all households) to the national rate (3.34% of all households). To address the needs of overcrowding in the region, HCD's RHNA Determination included an overcrowding adjustment of 3.09 percent, which added 38,700 housing units to the regional housing need to alleviate overcrowding in the region. Thus, this factor has already been accounted for in the draft methodology.

8. *The housing needs of farmworkers.*

The draft methodology prioritizes "proximity to jobs" as a factor in allocating the regional housing need. Farmworkers are included in the data on existing jobs. Therefore, their housing needs along with the housing needs of all the region's workers are considered.

The draft methodology increases the supply of affordable housing by allocating each jurisdiction low- and very low-income housing units. The draft methodology's Equity Adjustment (see Objective 4) also improves the balance between the number of low-wage jobs, including farming jobs, and the number of housing units affordable to low-wage workers in each jurisdiction by allocating a higher share of low- and very low-income housing units to jurisdictions that currently have a smaller share of low- and very low-income households than the regional share. Although the low-income housing needs of farmworkers are unique given their low wages and job locations, the allocation expected from the draft methodology is expected to provide more low-income housing in every jurisdiction and accordingly should provide farmworkers the ability to live in more areas of the region and commute shorter distances to their seasonal jobs.

9. *The housing needs generated by the presence of a private university or a campus of the California State University or the University of California within any member jurisdiction.*

The major universities and community colleges in the San Diego region are located in urban areas served by the existing transportation network. The City of San Diego is home to San Diego State University; University of California San Diego; University of San Diego; Point Loma Nazarene University; various smaller, private universities; and three community colleges: San Diego City College, San Diego Mesa College, and San Diego Miramar College. It also has the greatest share of the region's transportation system in part because of transportation investments near universities and colleges located within its jurisdiction.

Similarly, the cities of Chula Vista (Southwestern Community College), El Cajon (Cuyamaca College), Oceanside (Mira Costa College), and San Marcos (California State University San Marcos and Palomar College) have made transportation investments to improve access to transit near colleges and universities. By prioritizing transit proximity, the draft methodology encourages housing development near existing transit and the key destinations that transit links, including the region's universities and colleges. The draft methodology will result in additional housing units being allocated based on proximity to transit. This will help these jurisdictions address the housing needs of students, faculty, and staff beyond what these colleges or universities may provide.

10. *The loss of units during a state of emergency that was declared by the Governor pursuant to the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), during the planning period immediately preceding the relevant revision pursuant to Section 65588 that have yet to be rebuilt or replaced at the time of the analysis.*

Jurisdictions report demolished units to the Department of Finance on an annual basis. Demolished units include those lost during a state of emergency. Between 2011 and 2018, states of emergency in the San Diego region declared by the Governor pursuant to the California Emergency Services Act, and in which homes were lost, include the following wildfires: the 2014 wildfires (Cocos Fire and Poinsettia Fire), 2017 Lilac Fire, and 2018 West Fire.

HCD analyzed the most recent ten-year average rate of demolition within the San Diego region based on jurisdictions' annual reports to the Department of Finance. The ten-year average rate of demolition in the San Diego region is 0.32 percent of the total housing stock. The RHNA Determination included HCD's minimum replacement adjustment of 0.5 percent, which exceeds the region's demolition rate. This adjustment added 6,255 housing units to the RHNA Determination. SANDAG does not have readily available data broken down by jurisdiction to use for this factor and has therefore relied on HCD's data and adjustment to address this factor at a regional level.

11. *The region's GHG emissions targets provided by the State Air Resources Board pursuant to Section 65080.*

SANDAG's GHG reduction target, as set by the California Air Resources Board, is to reduce the region's per capita emissions of GHG from cars and light trucks by 15 percent by 2020, compared with a 2005 baseline. By 2035, the target is to reduce GHG emissions by 19 percent per capita. The draft methodology encourages the development of housing near jobs and transit, which will provide the region's residents with opportunities to live where they work and/or readily access transit, which can facilitate shorter commutes, reduce GHG emissions, and increase trip-taking by transit or alternative modes.

12. *Any other factors adopted by the council of governments, that further the objectives listed in subdivision (d) of Section 65584, provided that the council of governments specifies which of the objectives each additional factor is necessary to further. The council of governments may include additional factors unrelated to furthering the objectives listed in subdivision (d) of Section 65584 so long as the additional factors do not undermine the objectives listed in subdivision (d) of Section 65584 and are applied equally across all household income levels as described in subdivision (f) of Section 65584 and the council of governments makes a finding that the factor is necessary to address significant health and safety conditions.*

No other factors were included in the draft methodology. To the extent additional proposed factors are provided to the Board of Directors during the public comment period or public hearing that would lead to adjustments to the draft methodology, such proposals must not interfere with the achievement of any of the objectives or factors required in the RHNA statutes cited in this document. In addition, it must be shown that such factors are necessary to address significant health and safety concerns. Persons proposing that adjustments be made to the draft methodology based on new factors should include information establishing that the requirements in Section 65584.04(e)(12) will be met.

The following page(s) contain the backup material for Agenda Item: [League of California Cities Annual Conference - Designation of Voting Delegate and Alternate\(s\). \(City Manager\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 20, 2019

AGENDA ITEM NO. |

ITEM TITLE:

League of California Cities Annual Conference – Designation of Voting Delegate and Alternate(s).
(City Manager)

PREPARED BY: Brad Raulston

PHONE: 619-336-4256

DEPARTMENT: City Manager

APPROVED BY: 

EXPLANATION:

See attached Staff Report

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

If approved by Council, the travel costs and registration fees associated with this meeting would be charged to the appointed City Council members' training funds included in the FY 2019-2020 adopted budget.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff requests Council's designation of a voting delegate and up to two alternates to represent the City of National City during the 2019 League of California Cities Annual Conference.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. League of California Cities' information dated June 10, 2019

Title: League of California Cities Annual Conference – Designation of Voting Delegate and Alternate(s)

Background: The League of California Cities 2019 Annual Conference is scheduled for October 16 - 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting scheduled for 12:30 p.m. on Friday, October 18 at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order for cities to cast a vote during the Business Meeting, each city's respective Council must designate a voting delegate. In the instance that the selected voting delegate is unable to serve in that capacity, the League of California Cities' bylaws afford each city the opportunity to appoint up to two alternate voting delegates.

According to the League's bylaws, the selection of the voting delegate and alternates must be performed through the official action of the City Council. Furthermore, the voting delegate and alternates must be registered to attend the conference. Eligible individuals who may be selected as the City's voting delegate include the Mayor, each City Council member, as well as any other City official selected by the City Council to serve in this capacity.

At this time, Staff respectfully requests the City Council consider appointing a voting delegate and one or two alternate voting delegates to vote on the City's behalf at the Annual Business Meeting of the League of California Cities on October 18, 2019.

Staff Recommendation: City Council designate a voting delegate and up to two alternates to represent the City of National City during the 2019 League of California Cities Annual Conference.

Fiscal Impact: The travel costs and registration fees associated with this meeting will be charged to the appointed City Council members training funds included in the 2019-2020 adopted budget.



Council Action Advised by August 30, 2019

June 10, 2019

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 16 - 18, Long Beach**

The League's 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, October 4. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, October 16, 8:00 a.m. – 6:00 p.m.; Thursday, October 17, 7:00 a.m. – 4:00 p.m.; and Friday, October 18, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city’s voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League’s office by Friday, October 4. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____

Date _____ Phone _____

(circle one) (signature)

Please complete and return by Friday, October 4, 2019

League of California Cities
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